

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 – July 6, 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 Underhill.
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. Proclamations.

Recommendation: That the Board adopt the Proclamation commending and congratulating Altons Pugh, an Environmental Technician in the Waste Services Department, on his selection as "Employee of the Month" for July 2017.

7. Years of Service Award Recognition.

Recommendation: That the Board recognize, with a pin and certificate Wesley J. Moreno, Public Works Department, for his dedication in 30 years of service to Escambia County.

8. Written Communication

June 19, 2017 - Communication from Edward Robinson requesting to discuss various code enforcement violation issues.

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 amending Volume 1, Chapter 10, Article I, Section 10-25 of the Escambia County Code of Ordinances relating to Dog Parks on Pensacola Beach.

Recommendation: That the Board adopt the Ordinance amending Volume 1, Chapter 10, Article I, Section 10-25 of the Escambia County Code of Ordinances relating to Dog Parks on Pensacola Beach.

11. 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 110

I. Consent Agenda

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

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

A. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole/Economic Development Summit held April 25, 2017;

B. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held June 15, 2017;

C. Approve the Minutes of the Special Board Meeting held June 19, 2017;

D. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held June 22, 2017; and

E. Approve the Minutes of the Regular Board Meeting held June 22, 2017.

## GROWTH MANAGEMENT REPORT

### I. Public Hearing

#### 1. Recommendation Concerning the Review of the Rezoning Case Heard by the Planning Board on June 6, 2017

That the Board take the following action concerning the rezoning case heard by the Planning Board on June 6, 2017:

- A. Review and either adopt, modify, or reject the Planning Board's recommendation for Rezoning Case Z-2017-05 or remand the case back to the Planning Board; and
- B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning case that was reviewed.

<b>Case No.:</b>	<b>Z-2017-05</b>
Address:	517 W Detroit Boulevard
Property Reference No.:	22-1S-30-2300-000-007
Property Size:	0.19 (+/-) acres
From:	MDR, Medium Density Residential district (10 du/acre)
To:	HDMU, High Density Mixed-use district (25 du/acre)
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District:	3
Requested by:	Lisa Heaton and Billy Smith, Jr., Owners
Planning Board Recommendation:	Approval to <b>LDMU</b> , Low Density Mixed-use district (seven du/acre)
Speakers:	Lisa Heaton, Billy Smith

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

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning case heard by the Planning Board on June 6, 2017, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

3. 5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending LDC Chapter 4 Regarding Dog-Friendly Outdoor Dining

That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the Land Development Code (LDC), Chapter 4, to establish provisions for authorizing public food service establishments to offer outdoor areas for dog-friendly dining as an accessory use to those establishments.

4. 5:47 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 4, Article 5, Section 4-5.4, Threatened and Endangered Species Habitat

That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the Land Development Code (LDC) Chapter 4, Article 5, Section 4-5.4 Threatened and Endangered Species Habitat, to modify assessment for Perdido Key beach mouse.

II. Action Item

1. Recommendation Concerning the Review of the Comprehensive Plan Annual Report 2015/2016

That the Board of County Commissioners (BCC) review and approve the 2015/2016 Comprehensive Plan Implementation Annual Report, as recommended by the Planning Board on June 6, 2017.

### III. Consent Agenda

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

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

##### **A. July 18, 2017**

5:45 p.m. - A Public Hearing - Sunbelt Crushing, LLC Permit Renewal

*Summary: Review and approve, modify, or deny the renewal of a permit for an existing concrete recycling facility located at 2390 Longleaf Drive*

##### **B. August 3, 2017**

1. 5:45 p.m. - A Public Hearing to amend the Official Zoning Map to include the following Rezoning Cases to be heard by the Planning Board on July 10, 2017.

##### **a. Case No.: Z-2017-08**

Address: 4200 Block Spanish Trail and 4224 Creighton Road

Property Reference No.: 09-1S-29-3001-016-001 and 09-1S-3001-014-001

From: HC/LI, Heavy Commercial and Light Industrial district (25 du/acre, lodging unit density is not limited by zoning)

To: HDMU, High Density Mixed-use district (25 du/acre)

FLU Category: MU-U, Mixed-Use Urban

Commissioner District 4

Requested by: Kerry Anne Schultz, Agent for Douglas E. Domer, Agent for Owners

##### **b. Case No.: Z-2017-09**

Address: 703 Beverly Parkway

Property Reference No.: 46-1S-30-1100-018-011

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

To: HC/LI, Heavy Commercial and Light Industrial district (25 du/acre, lodging unit density is not limited by zoning)

FLU Category: MU-U, Mixed-Use Urban

Commissioner District 3

Requested by: Wiley C. "Buddy" Page, Agent for Erik Perez, Owner

##### **c. Case No.: Z-2017-10**

Address: 5200 Burlington Avenue  
Property: 46-1S-30-1100-016-011  
Reference No.:  
From: MDR, Medium Density Residential district (10 du/acre)  
To: HC/LI, Heavy Commercial and Light Industrial district (25 du/acre, lodging unit density is not limited by zoning)  
FLU Category: MU-U, Mixed-Use Urban  
Commissioner 3  
District:  
Requested by: Wiley C. "Buddy" Page, Agent for Zenaida Palacios

2. 5:46 p.m. - A Public Hearing - Small Scale Map Amendment 2017-01 - 7155 N Blue Angel Parkway

*Summary: Changing the Future Land Use Category from Commercial to Mixed-Use Urban.*

3. 5:47 p.m. - A Public Hearing - Small Scale Map Amendment 2017-02 - 7000 N Blue Angel Parkway

*Summary: Changing the Future Land Use Category from Commercial to Mixed-Use Urban.*

4. 5:48 p.m. - A Public Hearing - Small Scale Map Amendment 2017-03 - 5700 Pine Forest Road

*Summary: Changing the Future Land Use Category from Agriculture to Rural Community.*

5. 5:49 p.m. - A Public Hearing to amend the Official Zoning Map to include the following Rezoning Case to be heard by the Planning Board on July 10, 2017.

**Case No.:** **Z-2017-07**  
Address: 5700 Pine Forest Road  
Property Reference No.: 38-5N-33-3301-000-000  
From: Agr, Agriculture district  
To: RR, Rural Residential district  
FLU Category: AG, Agricultural  
Commissioner District: 5  
Request by: Brett and Susan Ward, Owners

**6. 5:50 p.m. - A Public Hearing - Final Plat Digital File Requirement Ordinance**

*Summary: The County reviews and approves commercial and residential subdivisions that are forwarded to the Property Appraiser's office to update the parent parcel. As technology advances this has been a daunting task due to the current file format they receive. A digital file in the most up to date format will allow mapping section staff at the Property Appraiser's office to simply insert the lines and parcel shapes into their parcel layer and assign the attributes to geometric features. Providing a vectorized data file will decrease the time it takes to update the parcel layers.*



## COUNTY ADMINISTRATOR'S REPORT

### I. Technical/Public Service Consent Agenda

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

That the Board approve the Request for Disposition of Property Form for the Public Works Department, listing four items. The Request Form has been signed by all applicable authorities.

2. Recommendation Concerning the Request for Disposition of County Property for the Office of the Court Administrator - Robin Wright, Escambia County Court Administrator

That the Board approve the Request for Disposition of County Property for the Court Administrator's Office, for property which was destroyed in the May 1, 2014 explosion at the Escambia County Central Booking Facility located on St. Mary Street in Pensacola.

3. Recommendation Concerning Approval of the Execution and Delivery of Replacement Promissory Notes Relating to Certain Bonds Issued on Behalf of Gulf Power Company - JoLinda Herring, Shareholder, Bryant Miller Olive P.A.

That the Board authorize the execution and delivery of certain replacement Promissory Notes originally executed and delivered in connection with the Series 2003 Bonds, First Series 2009 Bonds and Second Series 2009 Bonds, each issued on behalf of Gulf Power Company.

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

That the Board take the following action regarding a Petition to Vacate a portion of Semmes Street:

A. Authorize the scheduling of a Public Hearing on August 3, 2017, at 5:32 p.m., to consider the Petition to Vacate a portion of Semmes Street right-of-way (approximately 66 feet x 690 feet), as petitioned by the owner, GPD; and

B. Require the petitioner to notify all property owners within a 500-foot radius of the proposed vacation area.

5. Recommendation Concerning the Scheduling of a Public Hearing to Consider the Vacation of an Alleyway Located off West Devane Street - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding a Petition to Vacate a portion of an alleyway located off West Devane Street:

A. Authorize the scheduling of a Public Hearing on August 3, 2017, at 5:31 p.m., to consider the vacation of a portion of an alleyway located off West Devane Street (approximately 10 feet x 175 feet), as petitioned by New Hope Apostolic Church, Inc.; and

B. Require the petitioner to notify all property owners within a 2,500-foot radius of the proposed vacation area.

6. Recommendation Concerning Extending the Term of an Appointee on the Escambia County Value Adjustment Board to Coincide with the 2017 Tax Year - Jack R. Brown, County Administrator

That the Board amend its action of October 20, 2016, CAR III-1, appointing Richie L. Faunce to the Escambia County Value Adjustment Board to serve a one-year term, effective October 20, 2016, through October 19, 2017, to replace Gregory P. Farrar, who resigned, to extend the term of Mr. Faunce's appointment to December 31, 2017, to coincide with the 2017 Tax Year.

7. Recommendation Concerning a Letter of Support for Escambia Community Clinic, Inc.'s Application to Maintain Their Status as a Federally Qualified Health Center - Jack R. Brown, County Administrator

That the Board approve and authorize the Chairman to sign a letter of support for Escambia Community Clinic, Inc.'s Application for a Service Area Competition continuation Grant Application to retain their Federally Qualified Health Center (FQHC) status. If the Grant is approved, Escambia Community Clinics, Inc., would be awarded funding as a FQHC for another three-year period beginning January 1, 2018.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning Supplemental Budget Amendment #160 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #160, Gulf Coast Restoration Fund (118), in the amount of \$217,499, to recognize Grant proceeds from the Florida Department of Environmental Protection (FDEP) Agreement number G0448 under the Gulf Coast Ecosystem Restoration Council (RESTORE Council) for the planning, engineering, design, environmental compliance, and permitting of a Living Shoreline in Pensacola Bay.

2. Recommendation Concerning a Lease Agreement with SLJM Properties, LLC, and Escambia County for the Emergency Medical Services Division - Michael D. Weaver, Public Safety Department Director

That the Board extend the Lease Agreement between SLJM Properties, LLC, and Escambia County for the lease of an office/warehouse unit located at 760 Van Pelt Lane, Unit "D," Pensacola, for one year at the monthly cost of \$1024, commencing August 1, 2017, for minor fleet maintenance and storage purposes for the Emergency Medical Services (EMS) Division.

[Funding Source: Fund 408, Emergency Medical Services Fund, Cost Center 330302]

3. Recommendation Concerning a Change Order to HDR Engineering, Inc., on Contract PD 02-03.79, Professional Services Contract, for Design Services for Devine Farm Road at Highway 97 Intersection Improvements Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order to HDR Engineering, Inc., on Contract PD 02-03.79, Professional Services Contract, for Design Services for Devine Farm Road at Highway 97 Intersection Improvements Project:

Department:	Public Works
Division:	Engineering/Infrastructure
Type:	Addition
Amount:	\$30,788.38
Vendor:	HDR Engineering, Inc.
Project Name:	Devine Farm Road at Highway 97 Intersection Improvements
Contract:	PD 02-03.79 Professional Services
PO No.:	170725
CO No.:	1
Original Award Amount:	\$49,404.74
Cumulative Amount of Change Orders through this CO:	\$30,788.38
New Contract Total:	\$80,193.12

[Funding Source: Fund 352, Local Option Sales Tax III, Cost Center 210107/56301, Project #14EN3135]

4. Recommendation Concerning a Change Order to Mott MacDonald Florida LLC, on Contract PD 12-13.063, Grande Lagoon Subdivision Drainage Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to execute Change Order #4 to Mott MacDonald Florida, LLC, on Contract PD 12-13.063, Grande Lagoon Subdivision Drainage Project:

Department:	Public Works
Division:	Engineering/Infrastructure
Type:	Addition
Amount:	\$20,915
Vendor:	Mott MacDonald Florida, LLC
Project Name:	Grande Lagoon Subdivision Drainage
Contract:	PD 12-13.063
PO No.:	140760
CO No.:	4
Original Award Amount:	\$80,382
Cumulative Amount of Change Orders through this CO:	\$55,996
New Contract Total:	\$136,378

[Funding Source: Fund 352, Local Option Sales Tax III, Cost Center 210107/56301, Project #12EN2061]

5. Recommendation Concerning Authorization for the Acquisition of Real Property for the Jackson Creek Restoration Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action to give further direction regarding the acquisition of real property located in Wesleyan Terrace Subdivision, 1st Addition, at the end of Idlewood Drive, owned by Katherine M. Grant, for the Jackson Creek Restoration Project:

A. Authorize staff to make an offer to property owner Katherine M. Grant for the real property located in Wesleyan Terrace Subdivision, 1st Addition, at the end of Idlewood Drive, totaling approximately 1.56 acres, for the appraised value of \$26,000. Any counteroffer will be brought back before the Board for approval;

B. Authorize staff to draft the Contract for Sale and Purchase for the acquisition of real property (approximately 1.56 acres), located in Wesleyan Terrace Subdivision, 1st Addition, at the end of Idlewood Drive, and bring the executed Contract back before the Board; and

C. Authorize the County Attorney's Office to prepare, and the Chairman, or Vice Chairman to execute, subject to Legal review and sign-off, any documents necessary to complete the acquisition of this property without further action of the Board (if the contract is approved).

[Funding Source: Fund 352, "LOST III," Account 210107/56301, Project #13EN2382]

6. Recommendation Concerning Supplemental Budget Amendment #163 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #163, Local Option Sales Tax (LOST), Fund (352), in the amount of \$125,000, to recognize a reimbursement from the 4-H Foundation for building a new 3,700 plus square-foot livestock holding facility/building at the 4-H site located on Chaulker Road.

7. Recommendation Concerning the Detailed Work Plan Budget for Mosquito Control Division Fiscal Year 2017-2018 - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board take the following action regarding the Detailed Work Plan Budget - Arthropod Control, for the Mosquito Control Division:

A. Approve the Fiscal Year 2017-2018 Detailed Work Plan Budget - Arthropod Control, for the Mosquito Control Division, in the amount of \$31,540, to supplement Mosquito Control's budget to cover expenses such as overtime, training, and chemicals, as a Grant from the Florida Department of Agriculture and Consumer Services; and

B. Authorize the Chairman to sign the document.

[Funding: Fund 106, Mosquito and Arthropod Control, Cost Center 220703]

8. Recommendation Concerning Supplemental Budget Amendment #162 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #162, Debt Service Fund (203) and Series 2017 Capital Project Fund (311), in the amount of \$90,321,401, to recognize proceeds from the issuance of the 2017 Capital Bonds per the Bond Agreement (\$87,163,447 is available toward the project after bond fees and capitalized interest), and to appropriate these funds to be used for the building of a new Jail Facility located on the McDonald Shopping Center Property.

9. Recommendation Concerning Supplemental Budget Amendment #164 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #164, Bob Sikes Toll fund (167), in the amount of \$5,000,000, to recognize an additional amount of Fund Balance from the balance sheet account that supports future bridge construction and renovations to the Bob Sikes Bridge, and to appropriate these funds to be used to support bridge construction/renovations and the new Ferry System from downtown to Quietwater Beach.

10. Recommendation Concerning Contract Award for Design Services for Stillbridge Lane Drainage, Retention Pond & Resurfacing Project - Paul Nobles, Office of Purchasing, Purchasing Manager

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida and Sigma Consulting Group, Inc. per the terms and conditions of PD 16-17.028, Design Services for Stillbridge Lane Drainage, Retention Pond & Resurfacing Project for a lump sum of \$67,675 and optional services of \$30,800 optional services for a total of \$98,475 for this Project.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project Number 17EN3734]

11. Recommendation Concerning Contract Award for Quietwater Beach Ferry Landing Construction - Paul Nobles, Office of Purchasing, Purchasing Manager

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Hewes and Company, LLC, per the terms and conditions of PD 16-07.033, Quietwater Beach Ferry Landing, for a lump sum amount of \$1,387,880.

[Funding: Fund 352, LOST III, Cost Center 210115, Object Code 334495, Project Number 16EN3434]

12. Recommendation Concerning Contract Award for Quietwater Beach Ferry Landing CEI (Construction Engineering Inspection) - Paul Nobles, Office of Purchasing, Purchasing Manager

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and DRMP, Inc., per the terms and conditions of PD 16-07.018, Local Agency Program Agreement Project C.E.I. (Construction Engineering Inspections) for Quietwater Beach Ferry Landing, for a lump sum amount of \$114,363.52.

[Funding: Fund 352, LOST III, Cost Center 210115, Object Code 56301, Project Number 16EN3434]



### III. For Discussion

1. Recommendation Concerning a Resolution from the Escambia County Board of County Commissioners Supporting the West Cervantes Street Corridor Management Plan - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action supporting the West Cervantes Street Corridor Management Plan and providing local funds to implement plan-recommended short term improvements:

A. Adopt and authorize the Chairman to sign the Resolution supporting the Florida-Alabama Transportation Planning Organization's (TPO) West Cervantes Street Corridor Management Plan (CMP);

B. Direct County staff to coordinate with City staff on the implementation of the short-term recommendations set forth in the West Cervantes Street CMP; and

C. Request that the Florida Department of Transportation (FDOT) implement Option "B" of the West Cervantes Street CMP, West Cervantes Street Lane Elimination, for the long-term roadway design improvements to enhance the community with an attractive streetscape, multi-modal transportation, and safe pedestrian access.

[Funding: Utilizing external funding sources/Grants will be shared between the City of Pensacola and Escambia County for implementation of the short-term improvements. The plan is to utilize the City and County respective Community Redevelopment Agency (CRA) Districts for funding leverage]

## COUNTY ATTORNEY'S REPORT

### I. For Action

#### 1. Recommendation Concerning Assignment of Agreement for Special Magistrate (PD 14-15.019)

That the Board take the following action:

A. Rescind the Board's prior action on March 16, 2017, CAR II17-B, approving, and authorizing the County Administrator to execute, the Assignment of Agreement between Escambia County, Florida, and McConnaughay, Duffy, Coonrod, Pope & Weaver, P.A., to John B. Trawick, P.L.L.C., providing for an administrative change to PD 14-15.019, Special Magistrate, assigning all rights and obligations of McConnaughay, Duffy, Coonrod, Pope & Weaver, P.A., to John B. Trawick, P.L.L.C.; and

B. Approve the Assignment of Agreement between Escambia County, Florida, and McConnaughay, Coonrod, Pope, Weaver & Stern, P.A., to John B. Trawick, P.L.L.C., providing for an administrative change to PD 14-15.019, Special Magistrate, assigning all rights and obligations of McConnaughay, Coonrod, Pope, Weaver & Stern, P.A. (formerly McConnaughay, Duffy, Coonrod, Pope & Weaver, P.A.) to John B. Trawick, P.L.L.C.; and

C. Ratify the Chairman's signature on the Assignment of Agreement for Special Magistrate (PD 14-15.019).

#### 2. Recommendation Concerning the Scheduling of a Public Hearing to Consider Amending Chapter 10, Article I, Section 10-11 of the Escambia County Code of Ordinances relating to Dog Friendly Dining Establishments

That the Board authorize the scheduling of a Public Hearing on Tuesday, July 18, 2017, at 5:31 p.m. to consider adopting an Ordinance amending Chapter 10, Article I, Section 10-11 of the Escambia County Code of Ordinances relating to Dog Friendly Dining Establishments.

12. Items added to the agenda.

13. Announcements.

14. Adjournment.



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

AI-12421

Proclamations 6.

**BCC Regular Meeting**

**Meeting Date:** 07/06/2017

**Issue:** Adoption of Proclamation

**From:** Jack Brown, County Administrator

**Organization:** County Administrator's Office

**CAO Approval:**

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**RECOMMENDATION:**

Proclamations.

Recommendation: That the Board adopt the Proclamation commending and congratulating Altons Pugh, an Environmental Technician in the Waste Services Department, on his selection as "Employee of the Month" for July 2017.

**BACKGROUND:**

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

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

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

**BUDGETARY IMPACT:**

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

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

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

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**Attachments**

Proclamation

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**PROCLAMATION**

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

**WHEREAS**, Altons Pugh, an Environmental Technician in the Waste Services Department, began his employment with the County on May 7, 2007, and is selected for "Employee of the Month" for July 2017, for the standards of excellence that he displays in the performance of his duties; and

**WHEREAS**, Mr. Pugh operates Escambia County's Household Hazardous Waste Program. It is his responsibility to organize, coordinate, bulk, and properly package volumes of this material for proper disposal and transportation in accordance with Florida Department of Transportation standards; and

**WHEREAS**, Mr. Pugh operates and maintains the Waste Services Department's Re-Blended Paint Program. His efforts have diverted approximately 6,000 gallons of paint from disposal. This paint has served citizen programs and church groups and has been used as far away as Africa. This re-purposed paint has also been utilized in the Community Redevelopment Agency's Painting Beautification Grant Program; and

**WHEREAS**, Mr. Pugh is specifically trained in Hazardous Waste Operations and Emergency Response as well as Storing and Shipping Hazardous Waste for Small Quantity Generators, governed by the Resource Conservation and Recovery Act and the Florida Department of Transportation. He attends annual refresher training for continuous improvement, to consistently serve the citizens of Escambia County to be able to provide household hazardous waste collections. He routinely works after hours to conduct household hazardous waste Regional Roundups on scheduled Saturdays throughout the year serving the citizens throughout our area. In 2016, he processed 16 Neighborhood Cleanups in Escambia County's Community Redevelopment Districts and 4 Regional Roundups throughout the community. Over 200 tons of household hazardous waste were received, processed, and shipped; and

**WHEREAS**, during his off-duty hours, Mr. Pugh works within his community and serves as a mentor to young men needing guidance and instruction after unfortunate interactions within the penal system. Mr. Pugh serves as one of the elders of his place of worship and instructs men and women in fostering a closer spiritual relationship; and

**WHEREAS**, Mr. Pugh's knowledge, skills, and abilities have provided for a seamless transition of household hazardous waste from generation to disposal which operates uninterrupted in the background of a multi-faceted, integrated waste management facility.

**NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Altons Pugh on his selection as the "Employee of the Month" for July 2017.

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

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*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**

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*Deputy Clerk*

**Adopted: July 6, 2017**



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

AI-12413

Proclamations 7.

**BCC Regular Meeting**

**Meeting Date:** 07/06/2017

**Issue:** Years of Service Award Recognition

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

**Organization:** Public Works

**CAO Approval:**

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**RECOMMENDATION:**

Years of Service Award Recognition.

Recommendation: That the Board recognize, with a pin and certificate Wesley J. Moreno, Public Works Department, for his dedication in 30 years of service to Escambia County.

**BACKGROUND:**

N/A

**BUDGETARY IMPACT:**

Minimal budgetary impact, with funding available through Cost Center 210401, Object Code 54931.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is consistent with the Board's Goals and Objectives for the recognition and appreciation of the County's most valuable resource - its employees. BCC Years of Service Award Policy, Section II, C27; Adopted 04/15/2004; Effective 04/15/2004.

**IMPLEMENTATION/COORDINATION:**

N/A

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## Attachments

*No file(s) attached.*

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**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

AI-12446 Written Communication 8.

**BCC Regular Meeting**

**Meeting Date:** 07/06/2017

**Issue:** Communication from Edward Robinson

**From:** Jack Brown, County Administrator

**Organization:** County Administrator's Office

**CAO Approval:**

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**RECOMMENDATION:**

June 19, 2017 - Communication from Edward Robinson requesting to discuss various code enforcement violation issues.

**BACKGROUND:**

N/A

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Written Communication Request - Robinson

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6-19-17

WRITTEN COMMUNICATION

MRS WITTEKSTREETER

Place on Regular Board meeting  
AGENDA in JULY. I wish TO DISCUSS  
WITH THE BOARD SERIOUS CONCERNS  
OVER SANDRA SLAYE DEPARTMENT HEAD  
COMPETENCY. NUMEROUS VIOLATIONS  
OVER LOOKED LACK OF OFFICERS TO  
WORK CASES. CAUSES CONFLICT WITH  
NEIGHBORS OVER COMPLAINTS. USING  
AUTHORITY TO TARGET UNFAIRLY. OTHER  
CONCERNS OF TIM DAVIS ABILITY TO  
OVERSEE DEPARTMENT.

Thank you-

Sincerely  
Edward L.  
Rabin



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-12429**

**Public Hearings 10.**

**BCC Regular Meeting**

**Meeting Date:** 07/06/2017

**Issue:** 5:31 p.m. Public Hearing to Consider Amending Volume 1, Chapter 10, Article I, Section 10-25 of the Escambia County Code of Ordinances

**From:** Tim Tolbert, Building Official/Department Director

**Organization:** Building Services

**CAO Approval:**

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**RECOMMENDATION:**

5:31 p.m. Public Hearing for consideration of amending Volume 1, Chapter 10, Article I, Section 10-25 of the Escambia County Code of Ordinances relating to Dog Parks on Pensacola Beach.

Recommendation: That the Board adopt the Ordinance amending Volume 1, Chapter 10, Article I, Section 10-25 of the Escambia County Code of Ordinances relating to Dog Parks on Pensacola Beach.

**BACKGROUND:**

The proposed Code amendments relating to enforcement at Pensacola Beach Dog parks are required to improve enforcement of the Ordinances in Chapter 10-25 and to clarify parties responsible for such enforcement. Additionally, the changes in the Ordinance reflect the change of responsibility brought on by the transition of operations from Santa Rosa Island Authority to Escambia County.

At the June 22nd, 2017 meeting, the Board approved setting the Public Hearing for consideration of adopting a change to the Escambia County Code of Ordinances, Section 10-25 regarding the Pensacola Beach Dog Parks.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Assistant County Attorney, Bobbie Ellis-Wiggins drafted the proposed draft ordinance. The ordinance was advertised in the Pensacola News Journal on June 24, 2017.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

A copy of the Ordinance will be filed with the Department of State.

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**Attachments**

Ordinance

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ORDINANCE NUMBER 2017-\_\_\_

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING VOLUME 1, CHAPTER 10, ARTICLE I, SECTION 10-25 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO DOG PARKS ON PENSACOLA BEACH TO REMOVE THE REASONABLE DEMAND PROVISION AND MODIFY THE ENFORCEMENT PROVISIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, pursuant to Chapter 125, Florida Statutes, the County is authorized to establish regulations in the interest of the public health, safety, and welfare to provide protection for, regulate, and control animals in the County; and

**WHEREAS**, the Board of County Commissioners finds that the County's ordinances relating to animal control require amendment to promote the health, safety, and welfare of the public by providing protection for, regulation of, and control of animals on public beaches in the County; and

**WHEREAS**, the Board of County Commissioners further finds that the proposed amendments to remove the reasonable demand provision and modify the enforcement provisions serve an important public purpose.

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

**SECTION 1.** Volume 1, Chapter 10, Article I, Section 10-25 of the Escambia County Code of Ordinances is hereby amended to read as follows (words underlined are additions and words ~~stricken~~ are deletions):

**Sec. 10-25. – Pensacola Beach dog park.**

(1) *Short title.* This section shall be known as the "Pensacola Beach Dog Park Ordinance."

(2) *Legislative intent.* The intent of this section is to establish two parks on Pensacola Beach where dogs are permitted subject to the regulations provided herein that will promote a pet-friendly atmosphere while enhancing the health, safety and welfare of the public by providing protection for, regulation and control of animals on designated public beaches in Escambia County.

(3) *Dog parks, requirements, hours.*

(a) Except as specifically provided herein, it shall be unlawful for the owner of an animal to allow his animal, whether roaming at large or on a leash or otherwise

under his control, on public bathing beaches or recreational areas on that portion of Santa Rosa Island owned by and under the jurisdiction of the county or the Santa Rosa Island Authority.

(b) Dogs shall be permitted on that portion of Pensacola Beach on the Gulf of Mexico adjacent to Parking Lot B ("Park West") extending south from the dune vegetation line to the Gulf of Mexico and 100 yards to the west of the dune walkover and Parking Lot E ("Park East") extending south from the dune vegetation line to the Gulf of Mexico and 150 feet to the east and 150 feet to the west of the dune walkover.

(c) From May 1 through October 31, the hours of operation shall be from 7:00 a.m. until sunset. From November 1 through April 30, the hours of operation shall be from the time of sunrise until sunset.

(d) The Santa Rosa Island Authority shall provide appropriate signage designating the park boundaries and rules of operation.

(e) All dogs shall be prohibited from roaming freely within the boundaries of the park. Each dog must be fastened to a suitable leash of dependable strength not to exceed eight feet in length, and the leash must be held at all times by the person maintaining supervision and control over the dog.

(f) Any person having a dog on the beach during the above enumerated hours must carry with and on such person suitable materials with which to remove from the beach any fecal matter deposited by the dog. Any fecal matter must be removed immediately upon its deposit by the person maintaining supervision and control over the dog.

(g) Each dog must have the proper license tags affixed to its collar or harness at all times.

(h) The executive director of the Santa Rosa Island Authority and the director of public safety for Escambia County shall have the authority to close the parks when deemed necessary to ensure the health, safety and welfare of the general public.

(4) *Enforcement and penalty.* This section may be enforced by the county sheriff and his or her deputies or county animal control officers as provided in this chapter. Violators of this section shall be guilty of a civil infraction and punishable pursuant to section 10-23. Fines assessed pursuant to section 10-23 shall be imposed upon the first violation.

(5) *Sunset provision.* This provision shall stand repealed four years from the date of enactment unless reviewed and saved from repeal through reenactment by the board of county commissioners.

**SECTION 2. Severability.**

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

**SECTION 3. Inclusion in Code.**

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by 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  
ESCAMBIA COUNTY, FLORIDA

\_\_\_\_\_  
D. B. Underhill, Chairman

ATTEST: PAM CHILDERS  
Clerk of the Circuit Court

BY: \_\_\_\_\_  
Deputy Clerk

Approved as to form and legal  
sufficiency.

By/Title: B. Folz ACA  
Date: 06/22/17

(Seal)

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-12405**

**Clerk & Comptroller's Report 11. 1.**

**BCC Regular Meeting**

**Consent**

**Meeting Date:** 07/06/2017

**Issue:** Minutes and Reports

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

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

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**Recommendation:**

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

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

- A. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole/Economic Development Summit held April 25, 2017;
- B. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held June 15, 2017;
- C. Approve the Minutes of the Special Board Meeting held June 19, 2017;
- D. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held June 22, 2017; and
- E. Approve the Minutes of the Regular Board Meeting held June 22, 2017.

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**Attachments**

20170425 CW Economic Development Summit

20170615 CW Workshop

20170622 Agenda Work Session

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REPORT OF THE COMMITTEE OF THE WHOLE/ECONOMIC DEVELOPMENT SUMMIT  
BOARD OF COUNTY COMMISSIONERS  
HELD APRIL 25, 2017  
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING  
221 PALAFOX PLACE, PENSACOLA, FLORIDA  
(9:00 a.m. – 11:39 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  
Jack R. Brown, County Administrator  
Alison Rogers, County Attorney  
Angela Crawley, Assistant to the County Administrator  
Kimberly McCord, Administrative Specialist, Clerk and Comptroller's Office

AGENDA NUMBER

1. Call to Order

Chairman Underhill called the Committee of the Whole (C/W)/Economic Development Summit to order at 9:00 a.m.

2. Was the Meeting Properly Advertised?

The C/W was advised by Kimberly McCord, Administrative Specialist, Clerk and Comptroller's Office, that the Meeting was advertised in the *Pensacola News Journal* on April 22, 2017, in the Board's Weekly Meeting Schedule.

REPORT OF THE C/W/ECONOMIC DEVELOPMENT SUMMIT – Continued

AGENDA NUMBER – Continued

3. Economic Development Summit

A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, presented by Zach Jenkins, Director, University of West Florida Haas Center, and the C/W:

(1) Was advised by Mr. Jenkins that:

- (a) Escambia County's population has grown 4.5% percent in the five years measured, which is slightly more than the U.S. as a whole, but is less than the State of Florida and the 13-county region that includes Escambia County;
- (b) The "education attainment" demographic includes all education received by age 25;
- (c) Escambia County median household income is almost \$10,000 less than the U.S. average;
- (d) Poverty level is \$25,000 or less for a family of four and income constrained is \$50,000 for a family of four;
- (e) The region has a shortage of high-skill workers, which could cause employers to relocate their business, require them to recruit high skill workers to move in, resulting in a more expensive work force, or hire less-qualified, workers which would impact productivity, and if not successful, the process must start over; and
- (f) The manufacturing forecast predicts fewer manufacturing jobs, increasing wages, and increasing productivity due to technology;

(2) Was advised by Scott Luth, Florida West Economic Development Alliance, that:

- (a) Proactive target industries for economic development in Escambia County are manufacturing companies; especially, related to aviation and other manufacturing sectors suitable to "The Bluffs" location;

(Continued on Page 3)

REPORT OF THE C/W/ECONOMIC DEVELOPMENT SUMMIT – Continued

AGENDA NUMBER – Continued

3. Continued...

A. Continued...

(2) Continued...

- (b) The region's assets are promoted at trade shows, which have proved successful in the past;
  - (c) Target sectors for "The Bluffs" area in Cantonment are chemical manufacturing, transportation equipment manufacturing, and inland port operations;
  - (d) Enhanced marketing materials are being developed for implementation in late summer or fall 2017;
  - (e) The cyber and IT sector has been supported by the private sector and education partners, and Escambia County has the opportunity to be a significant player in this industry sector if managed and assisted appropriately by building talent and protecting the public sector at Corry Station and NAS Pensacola;
  - (f) Florida West also supports existing industries, and most of the questions from existing industries relate to talent/education and available expansion space; and
  - (g) In the last five years, the education system has responded to the needs of industry, is aligning with the two target sectors that are already here, and to future companies that will bring additional jobs into the community;
- (3) Heard comments from Commissioner Barry regarding his concerns about the Board not being informed when companies already established in Escambia County have obstacles to expansion that the Board could help alleviate; and

B. Board Direction – None.

REPORT OF THE C/W/ECONOMIC DEVELOPMENT SUMMIT – Continued

AGENDA NUMBER – Continued

4. Brownsville Community Resource Center

A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Brownsville Community Resource Center*, presented by Tonya Gant, Director, Neighborhood and Human Services Department, and the C/W:

(1) Was advised by Ms. Gant that:

- (a) The Ribbon Cutting is scheduled for May 24, 2017, at 11:30 a.m., at the Center;
- (b) Both long-term and short-term goals have been set for the Center;
- (c) Measurements of success for the partner programs housed in the Center include surveys, assessments, and participation level to ensure that the programs are achieving the goals of the community;
- (d) Project Empowerment's goals include mentoring programs for young girls and maintaining an Empowerment Parent Resource Center that is open weekly and on Saturdays;
- (e) Omega Lamplighters' goals include sustained academic support throughout the school year, a six-week ACT prep program for at least 40 students ages 14-18, and ongoing tutoring in science, math, and reading;
- (f) Staff worked with the children at the Ebonwood Community Center and Oakcrest Elementary to come up with potential names for the Brownsville Center, and out of 33 recommendations the top ten are on the list;

(Continued on Page 5)

REPORT OF THE C/W/ECONOMIC DEVELOPMENT SUMMIT – Continued

AGENDA NUMBER – Continued

4. Continued...

A. Continued...

(1) Continued...

(g) Staff is requesting:

- Guidance regarding naming of the Center; specifically, whether the Board wants staff to hold a town hall meeting for the naming of the Center, or wants to choose a name itself
- Approval for staff to move forward with Memorandums of Understanding (MOU) for the partnerships with Project Empowerment and Omega Lamplighters that have been proposed for operation within the Center
- Approval of the proposed fee schedule

(h) Staff will come back to the Board with a recommendation for the fee schedule, with a reduction to the auditorium rental fee to \$1,000, and will work to bring a corporate sponsor to the table for the naming rights;

(2) Was advised by Commissioner May that:

(a) The "Lumon May Center" and "May Center" can be removed from the list, and he would like to explore the possibility of naming rights; and

(b) The objectives, goals, and mission for the Center should be set by the Board, with the implementation decisions made by staff, without bringing each potential partner to the Board for approval, and an MOU is not necessary since County staff is operating and controlling the facility;

(3) Was advised by Commissioner Underhill that:

(a) He agrees with Commissioner May that the Center should be run by County staff;

(b) Staff should move forward with seeing if there is a corporate entity interested in the naming rights;

(Continued on Page 6)

REPORT OF THE C/W/ECONOMIC DEVELOPMENT SUMMIT – Continued

AGENDA NUMBER – Continued

4. Continued...

A. Continued...

(3) Continued...

(c) The proposed fee schedule is much better, and \$60 per hour, with a 3-hour minimum, for conference room rental, and \$1,200 for an 8-hour auditorium rental are reasonable; and

(d) The future operations budget should be split between CRA funds and general revenue; and

(4) Was advised by County Administrator Brown that it would be good to state that any revenues generated by the Center would go back into the operations budget, as part of the motion approving the fee schedule; and

B. Board Direction – None.

5. Discussion Concerning the Safe Neighborhood Funding Plan

A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Safe Neighborhood Funding Plan*, presented by Nicholas Jordan, Neighborhood Coordinator, Neighborhood and Human Services Department, who advised that Plan A includes citizens' requests from areas that were past Safe Neighborhood designees and Plan B includes the citizens' requests from current Safe Neighborhood designees; and

B. Board Direction – The C/W recommends that the Board direct staff to move forward with the items in "Plan A-Citizens' Requests Past Safe Neighborhood Designations" that are not sidewalks, come back to a Board meeting to start a program through Local Option Sales Tax, setting aside \$500,000 each year and attempting to match that each year, to construct sidewalks in the neighborhoods in Plan A first, and develop a plan for spending the Safe Neighborhood funds available for projects, other than sidewalks, in Plan A.

**Recommended 5-0**

6. Adjourn

Chairman Underhill declared the C/W Workshop adjourned at 11:39 a.m.

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP OF THE  
BOARD OF COUNTY COMMISSIONERS  
HELD JUNE 15, 2017  
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING  
221 PALAFOX PLACE, PENSACOLA, FLORIDA  
(9:12 a.m. – 2:12 p.m.)

Present: Commissioner Douglas B. Underhill, Chairman, District 2  
Commissioner Jeffrey W. Bergosh, Vice Chairman, District 1  
Commissioner Steven L. Barry, District 5  
Commissioner Lumon J. May, District 3  
Commissioner Grover C. Robinson, IV, District 4  
Jack R. Brown, County Administrator  
Alison Rogers, County Attorney  
Sharon Harrell, Manager, Financial Reporting/Grants, Clerk & Comptroller's Office  
Angela Crawley, Assistant to the County Administrator  
Kimberly McCord, Administrative Specialist, Clerk and Comptroller's Office

AGENDA NUMBER

1. Call to Order

Chairman Underhill called the Committee of the Whole (C/W) Workshop to order at 9:12 a.m.

2. Was the Meeting Properly Advertised?

The C/W was advised by Kimberly McCord, Administrative Specialist, Clerk and Comptroller's Office, that the Meeting was advertised in the *Pensacola News Journal* on June 10, 2017, in the Board's Weekly Meeting Schedule.

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

3. Achieve Escambia

A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Achieve Escambia Cradle to Career*, presented by Jennifer McFarren and Shawn Salamida, Achieve Escambia Operational Support Team, and the C/W:

(1) Was advised by Ms. McFarren that:

- (a) Achieve Escambia is focused on evidence-based decision making by measuring outcomes of what matters and emphasizing what works;
- (b) Key transition points that, if accomplished, will move students in the right direction and increase the economic prosperity of Escambia County are kindergarten readiness, academic success, high school graduation, and career readiness;
- (c) Achieve Escambia is disaggregating as many data points as possible by gender, race, geography, and income status to identify opportunities for improvement within specific demographics, and the Escambia County School District is working on disaggregating the high school graduation rates to determine the graduation rates for the students who participate in Career Academies and the students who do not;
- (d) The last year has been spent building the infrastructure to bring the partners together and devising the Cradle to Career Roadmap by reverse engineering the desired outcome by using data to identify where efforts should be aligned;
- (e) A 30-person team developed the Cradle to Career Roadmap to outline the key outcomes desired at the top level, identify the core indicators for how the success of those outcomes will be measured at the second level, and the third level is the "behind the scenes" roadmap of contributing indicators that will be used by the action networks to guide their work;

(Continued on Page 3)



REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

3. Continued...

A. Continued...

(1) Continued...

(f) The backbone of the accountability and government structure is the United Way of Escambia County, which will align the community resources to accelerate the pace of success for the work that is done by the action networks;

(g) The Kindergarten Readiness Action Network is comprised of approximately 35 partners that have been meeting since November 2016 to work through the Collective Action Network (CAN) process, resulting in identification of two contributing indicators on which to focus their work, which are:

1) Increasing Voluntary Pre-Kindergarten (VPK) enrollment for the upcoming school year by school attendance zone for Lincoln Park Elementary, Montclair Elementary, and Warrington Elementary, because those schools have some of the lowest VPK enrollments, by doing targeted marketing and building relationships with additional cross-sector partners with Achieve Escambia; and

2) Developing a way to measure the number of children ages 0-5 that are screened by an appropriate developmental screener; and

(h) Two key milestones for Achieve Escambia for 2017 are a baseline report and online dashboard to be launched in August 2017 and the Career Readiness CAN launch in the fourth quarter;

(2) Was advised by Mr. Salamida that:

(a) Existing programs must work in coordination with one another to make an impact; therefore, Achieve Escambia uses the Collective Impact approach, which provides a framework to bring sectors together to work with the child at the center of educational focus, as opposed to focusing on the educational institution;

(Continued on Page 4)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

3. Continued...

A. Continued...

(2) Continued...

(b) Achieve Escambia is striving for full transparency, dialog, and participation; so, there is a website, Facebook page, and interactive baseline report that will be published August 22, 2017; and

(c) Achieve Escambia is 100% privately funded, which provides a great opportunity to apply for national grants; and

(3) Heard the suggestion from Commissioner Bergosh that discipline be a factor when measuring student success and the possibility of boarding schools be considered for the most at-risk students; and

B. Board Direction – None.

4. Triumph Projects

A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Triumph Gulf Coast Update*, presented by Chips Kirschenfeld, Director, Natural Resources Management Department, and the C/W:

(1) Was advised by Commissioner Robinson that:

(a) In order to start devising a way to begin to move forward, each Commissioner could suggest five priority projects, ranked, for discussion at a Board of County Commissioners (BCC) meeting in August 2017;

(Continued on Page 5)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

4. Continued...

A. Continued...

(1) Continued...

(b) Since input from other elected Boards is required, a letter should be sent to the other elected bodies in the County, with a date to have their priority projects submitted to the Board after the Board sets the BCC priorities; and

(c) Projects should be "transformational" in nature and not something that can be funded through other sources, such as National Fish and Wildlife Foundation or Natural Resources Damages Assessment funds;

(2) Was advised by Commissioner Underhill that he will write a letter to the other elected bodies requesting their priorities and collaboration; and

(3) Was advised by Mr. Kirschenfeld that for the first 5% of the first \$300 million, the projects must come through the BCC and, after that, the process will be competitive and other entities may be able to apply directly to the Triumph Board; and

B. Board Direction – None.

5. Local Option Sales Tax (LOST) IV

A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Local Option Sales Tax (LOST) IV*, presented by Amy Lovoy, Assistant County Administrator, and the C/W:

(1) Was advised by Ms. Lovoy that:

(a) The amounts on the spreadsheet are a projection of revenues, and by law, Escambia County can only appropriate 95% of anticipated funds; so, 5% is removed from the estimated amount to show the amount that can be allocated per year;

(Continued on Page 6)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

5. Continued...

A. Continued...

(1) Continued...

(b) All known commitments were deducted, with another \$60 million deducted off the top, and each department was allocated the percentage that they initially had during the last round of LOST and asked to bring forward a project list that equals the amount of the department's allocation;

(c) The current allocations are intended to be a planning tool for the departments, and there is still \$52 million left unallocated, as well as projects that did not make it into the plan, and some of those projects may be high on the Board's priority list; and

(d) There are some unfunded mandates that have been moved from the General Fund to LOST IV until the new jail is constructed and some budget concerns are alleviated, which will be moved back to the General Fund in two years;

(2) Heard comments from Commissioner Barry concerning the Board not having an opportunity to give input on front-end allocations during LOST III, or the last five years of working within LOST III, and that he will not support the current allocations;

(3) Agreed to meet with staff individually to review each BCC department's tab prior to discussion at a future meeting;

(Continued on Page 7)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

5. Continued...

A. Continued...

- (4) Heard comments from Chief Deputy Eric Haines, Escambia County Sheriff's Office, concerning the following:
  - (a) The notice received that the allocation for the Sheriff's Office is \$48.5 million and not the \$70 million that was requested, which resulted in some very important projects being removed from the Sheriff's Office list, and his concerns about the C/W considering dividing the \$52 million of unallocated funds among the five districts before hearing what projects were removed from the Sheriff's list; and
  - (b) The property and evidence warehouse that needs to be replaced, firing range that must be upgraded, and the K9 field and facility that are currently on Navy Federal property;
- (5) Was advised by Commissioner Underhill that he cannot support allocating funds for "discretionary" use until all needs are funded and he would have preferred to close out the books on LOST III, ensuring all of the allocations for it are spent as planned, and then identify all priorities of the County and divide any remaining LOST IV funds among the five Districts at that time;
- (6) Heard comments from Will Moore, Chief Deputy Court Administrator for the First Judicial Circuit, concerning their needs, which are primarily technology and security upgrades;
- (7) Heard comments from Cindy Pennington, SMG, Pensacola Bay Center, regarding replacement or upgraded equipment needed for the facility, competing venues, and the potential for naming rights of the Bay Center;
- (8) Heard comments from Michael Capps, SMG, Pensacola Bay Center, concerning New Orleans Pelicans basketball, the requirements of having them as tenants in the venue if they choose to come to Pensacola, and the cost of producing a basketball game as opposed to a hockey game;

(Continued on Page 8)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

5. Continued...

A. Continued...

- (9) Heard the direction from Commissioner Underhill for SMG staff to add necessary capital improvements to their list, meet with each Commissioner to review it, and actively seek a corporation interested in naming rights; and
- (10) Heard comments from Sonya Daniel, Deputy Supervisor of Elections, regarding equipment needs; and

- B. Board Direction – The C/W recommends that the Board approve that each District will receive \$10 million for discretionary money from Local Option Sales Tax IV, \$1 million per year, per District, over ten years.

**Recommended 4-1, with Commissioner Underhill voting "no"**

6. NOLF Site X Discussion

- A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *NOLF Site X Discussion*, presented by Joy Blackmon, Director, Public Works Department, and the C/W:

- (1) Was advised by Ms. Blackmon that there was an error in the grading plan, resulting in additional costs of \$418,658.92 for earthwork, which is Baskerville-Donovan, Inc.'s, responsibility to pay;
- (2) Was advised by County Attorney Rogers that if the C/W agrees with Ms. Blackmon's opinion on the work status and responsibility, a demand letter should be sent to Baskerville-Donovan, Inc., who will then file a claim with their professional liability insurance carrier, which still involves some risk to the County;
- (3) Heard comments from Eli Miller, J. Miller Construction, Inc., concerning the difference in their estimates of cubic yards completed, change in unit price, and costs of mobilization and demobilization of \$44,000; and

(Continued on Page 9)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

6. Continued...

- B. Board Direction – The C/W recommends that the Board approve a Change Order to J. Miller Construction, Inc., for \$462,858.92, and direct the County Attorney to send a demand letter to Baskerville-Donovan, Inc., for that amount.

**Recommended 4-0, with Commissioner Robinson absent**

7. Midtown Commerce Park

- A. Board Discussion – The C/W was advised by Commissioner Underhill that a letter has been received from City of Pensacola Administrator Eric Olson, in which he relates that the City Council has agreed to de-annex the City of Pensacola-owned part of the Midtown Commerce Park property, located at 3910 North Palafox Street, deed it to Escambia County at no cost, and to not annex any portion of the site, after development, for 15 years; and
- B. Board Direction – The C/W recommends that the Board continue forward with taking the Midtown Commerce Park property over from the City of Pensacola, in accordance with the letter received from the City of Pensacola stating that at its June 11 meeting, the Pensacola City Council approved the Mayor's recommendations to deed to the County, at no cost, the real property located at 3910 North Palafox Street, to de-annex the portion of the Midtown Commerce Park currently under City jurisdiction, and to agree not to annex any portion of the site, after development, for a period of 15 years.

**Recommended 4-0, with Commissioner Robinson absent**

8. Adjourn

Chairman Underhill declared the C/W Workshop adjourned at 2:12 p.m.

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION  
HELD JUNE 22, 2017  
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING  
221 PALAFOX PLACE, PENSACOLA, FLORIDA  
(9:06 a.m. – 11:45 a.m.)

Present: Commissioner Douglas B. Underhill, Chairman, District 2  
Commissioner Jeffrey W. Bergosh, Vice Chairman, District 1  
Commissioner Grover C. Robinson IV, District 4  
Commissioner Steven L. Barry, District 5  
Commissioner Lumon J. May, District 3  
Jack R. Brown, County Administrator  
Alison Rogers, County Attorney  
Pam Childers, Clerk and Comptroller  
Susan A. Woolf, General Counsel, Clerk and Comptroller's Office  
Jessica Whittle, Legal Assistant, Clerk and Comptroller's Office  
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

1. FOR INFORMATION: The Board received and discussed documentation of the cumulative check register for three project funds assigned to the OLF-X project and the difference between the 2014 and 2016 project estimates from Commissioner Barry; and
2. FOR INFORMATION: The agenda for the June 22, 2017, Regular Board Meeting, was reviewed as follows:
  - A. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, reviewed the Regular BCC Agenda and County Attorney Rogers reviewed the Written Communication item;
  - B. Pam Childers, Clerk and Comptroller, reviewed the Clerk's Report;
  - C. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, reviewed the County Administrator's Report and Clara Long, Division Manager, Community Redevelopment Agency, made a presentation regarding CAR II-4;
  - D. County Attorney Rogers reviewed the County Attorney's Report; and
  - E. Commissioner Bergosh reviewed his add-on item.
  - F. Commissioner May reviewed his add-on item.



As Of June 20, 2017

**Check Register**

J Miller Construction	3,399,316.00
RMS Timberlands	1,803,747.04
Baskerville-Donovan	1,183,008.72
US Treasury – Navy Reim	430,732.00
Terracon Consulting	22,100.00
Wildlife Found – Gopher Tort	19,418.00
Santa Rosa County	13,559.10
Brantley Assoc App	6,500.00
Fruitticher Lowery App	3,000.00
Hoffman Assoc App	3,000.00
MyFloridaCounty.com	1,941.56
Chicago Title	925.00
First International Title	375.00
Pam Childers Esc Clerk	<u>77.00</u>

***Total* 6,887,699.42**

**Encumbered Funds Remaining**

J Miller Construction	1,524,337.20
Baskerviller Donovan	<u>496,756.07</u>
<b><i>Total</i></b>	<b><i>2,021,093.27</i></b>

**Total Spent & Encumbered 8,908,792.69**

Item	Description	Quantity	Unit	2014 Unit Price	2014 Extension	2016 Qty	2016 Unit Price	2016 Extension
1	Bonds and Insurance	1	LS	\$69,710.00	\$69,710.00	1	\$68,380.00	\$68,380.00
2	Mobilization	1	LS	\$52,000.00	\$52,000.00	1	\$20,000.00	\$20,000.00
3	Demobilization	1	LS	\$20,000.00	\$20,000.00	1	\$10,000.00	\$10,000.00
4	Field Office	1	EA	\$25,000.00	\$25,000.00	1	\$27,500.00	\$27,500.00
5	MOT	1	LS	\$4,000.00	\$4,000.00	1	\$4,400.00	\$4,400.00
6	Project Sign	1	EA	\$750.00	\$750.00	1	\$825.00	\$825.00
7	Miscellaneous Demo	1	LS	\$10,000.00	\$10,000.00	1	\$5,500.00	\$5,500.00
8	Orange Safety Fence		LF			10,000	\$4.00	\$40,000.00
9	Temporary Construction Entrance	100	SY	\$13.50	\$1,350.00	190	\$14.85	\$2,821.50
10	Entrance Signage	2	EA	\$500.00	\$1,000.00	2	\$550.00	\$1,100.00
11	Crash house Building	1,700	SF	\$166.00	\$282,200.00	1,800	\$182.60	\$328,680.00
12	Crash House Apparatus Bay	1,080	SF	\$166.00	\$179,280.00	1,200	\$185.00	\$222,000.00
13	Sidewalk	180	LF	\$15.00	\$2,700.00	300	\$20.00	\$6,000.00
14	Wheel Stop	5	EA	\$100.00	\$500.00	5	\$110.00	\$550.00
15	Asphalt Type SP 12.5 2" Thick	465	TN	\$100.00	\$46,500.00	925	\$96.00	\$88,800.00
16	8" Aggregate Base	3,910	SY	\$10.00	\$39,100.00	9,050	\$20.00	\$181,000.00
17	12" Compacted Subgrade	4,246	SY	\$3.15	\$13,374.90	10,345	\$4.25	\$43,966.25
18	Pavement Markings	1	LS	\$1,000.00	\$1,000.00	1	\$10,500.00	\$10,500.00
19	Runways (Asphalt, Base, and Subgrade)	1	LS	\$2,020,720.55	\$2,020,720.55	8	\$528,050.00	\$4,224,400.00
20	Helipads (Concrete and Subgrade)	22	EA	\$59,941.75	\$1,318,718.50	12	\$41,827.00	\$501,924.00
21	Hot Fuel Pit					2	\$74,223.00	\$148,446.00
22	Concrete Fuel Pit	2	EA	\$5,276.00	\$10,552.00	2	\$7,867.00	\$15,734.00
23	Normal Field Markers	16	EA	\$3,353.28	\$53,652.48	16	\$10,272.60	\$164,361.60
24	Type D Drainage Inlet	2	EA	\$2,500.00	\$5,000.00	2	\$2,750.00	\$5,500.00
25	3" PVC Drainage Pipe	40	LF	\$15.00	\$600.00	40	\$16.50	\$660.00
26	3" Ball Valve	2	EA	\$50.00	\$100.00	2	\$55.00	\$110.00
27	Valve Box	2	EA	\$40.00	\$80.00	2	\$44.00	\$88.00
28	Domestic Water Well with Tanks & Controls	1	LS	\$10,000.00	\$10,000.00	1	\$11,000.00	\$11,000.00
29	Water Distribution Line 4" PVC	45	LF	\$10.00	\$450.00	75	\$13.00	\$975.00
30	PVC Fittings 4"	4	EA	\$245.00	\$980.00	4	\$300.00	\$1,200.00
31	Gate Valve 4"	1	EA	\$750.00	\$750.00	1	\$830.00	\$830.00
32	Sanitary Sewer Gravity Line 8" PVC	125	LF	\$25.00	\$3,125.00	125	\$27.50	\$3,437.50
33	Septic Tank & Drain Field System	1	LS	\$4,000.00	\$4,000.00	1	\$15,000.00	\$15,000.00
34	UGE by Escambia River Electric Coop	4,000	LF	\$8.00	\$32,000.00	5,000	\$8.80	\$44,000.00
35	UGT by AT&T	4,000	LF	\$8.00	\$32,000.00	5,000	\$8.80	\$44,000.00
36	Helipad LED Nav Lights	72	EA	\$1,500.00	\$108,000.00	64	\$1,650.00	\$105,600.00
37	Helipad Lighting Control Panel	1	EA	\$5,000.00	\$5,000.00	1	\$5,500.00	\$5,500.00
38	Navigation Lighting Conduit	10,000	LF	\$1.00	\$10,000.00	11,700	\$1.10	\$12,870.00
39	Navigation Lighting Conductors	30,000	LF	\$1.00	\$30,000.00	35,100	\$1.10	\$38,610.00
40	Connection to Water Pump, Includes panel and controls	1	EA	\$12,500.00	\$12,500.00	1	\$13,750.00	\$13,750.00
41	Re-fueling Helipad LED Nav Lights		EA			10	\$1,650.00	\$16,500.00

42	Re-fueling Nav Lighting Conduit	LF	1,000	\$1.10	\$1,100.00
43	Re-fueling Nav Lighting Conductors	LF	3,000	\$1.10	\$3,300.00
44	Solid Bahia Sod	SY	180,000	\$2.75	\$495,000.00
				\$4,406,693.43	\$6,935,918.85



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-12415** **Growth Management Report** **11. 1.**

**BCC Regular Meeting**

**Meeting Date:** 07/06/2017

**Issue:** Review of Rezoning Case Heard by the Planning Board on June 6, 2017

**From:** Horace Jones, Director

**Organization:** Development Services

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**RECOMMENDATION:**

Recommendation Concerning the Review of the Rezoning Case Heard by the Planning Board on June 6, 2017

That the Board take the following action concerning the rezoning case heard by the Planning Board on June 6, 2017:

- A. Review and either adopt, modify, or reject the Planning Board's recommendation for Rezoning Case Z-2017-05 or remand the case back to the Planning Board; and
- B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning case that was reviewed.

**Case No.:** **Z-2017-05**  
**Address:** 517 W Detroit Boulevard  
**Property Reference No.:** 22-1S-30-2300-000-007  
**Property Size:** 0.19 (+/-) acres  
**From:** MDR, Medium Density Residential district (10 du/acre)  
**To:** HDMU, High Density Mixed-use district (25 du/acre)  
**FLU Category:** MU-U, Mixed-Use Urban  
**Commissioner District:** 3  
**Requested by:** Lisa Heaton and Billy Smith, Jr., Owners  
**Planning Board Recommendation:** Approval to **LDMU**, Low Density Mixed-use district (seven du/acre)  
**Speakers:** Lisa Heaton, Billy Smith

**BACKGROUND:**

The above case was owner initiated and heard at the June 6, 2017, Planning Board Meeting. Under the Land Development Code (LDC), Chapter 2, Article 7, “the Board of County Commissioners, at its scheduled hearing shall adopt, modify, or reject the recommendation of the Planning Board or SRIA or return the rezoning case to the board with instructions for additional facts or clarification. The staff of the recommending board shall inform the board of all formal actions taken by the BCC on the rezoning request.

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

**BUDGETARY IMPACT:**

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

**LEGAL CONSIDERATIONS/SIGN-OFF:**

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

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

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

**IMPLEMENTATION/COORDINATION:**

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

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**Attachments**

Z-2017-05

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**Z-2017-05**

ESCAMBIA COUNTY PLANNING BOARD  
QUASI-JUDICIAL HEARING

Case #: Z-2017-05  
Applicant: Lisa Heaton and Billy Smith, Jr., Owners  
Address: 517 West Detroit Boulevard  
Property Size: 0.19 (+/-) acres  
From: MDR, Medium-Density Residential district (10 du/acre)  
To: MDMU, High-Density Mixed-use district. (25 du/acre)

A public hearing was held in the above-styled cause before the Escambia County Planning Board on the 6th day of June 2017, commencing at approximately 8:30 a.m., at the Escambia County Central Office Complex, 3363 West Park Place, Room 104, Governmental Center, Pensacola, Florida, reported by David A. Deik, CP, CPE, Professional Reporter.

PROCEEDINGS

CHAIRMAN BRISKE: Good morning, everyone. I'd like to call to order the Escambia County Planning Board's Quasi-Judicial Rezoning hearing for June 6, 2017. We do have four members present, so we do have a quorum. We also have our Navy representative and our school board representative here, so good morning to everyone. At this time, I'd ask you to turn off any noisemaking devices or phones, and please stand for the Pledge of Allegiance (Pledge of Allegiance recited.) CHAIRMAN BRISKE: All right. Thank you. Staff members, do we have proof of publication for the hearing? MS. MEADOR: Yes, sir. CHAIRMAN BRISKE: Okay. And does that publication meet all of the legal requirements? MS. MEADOR: Yes, sir. (Reading of legal advertisement waived.) CHAIRMAN BRISKE: We do not have rezoning meeting minutes from last meeting, so we don't

PLANNING BOARD

BOARD MEMBERS PRESENT:

WAYNE BRISKE REID RUSHING  
Chair Vice Chair  
District 5 At-Large  
JAY A. INGWELL EDWIN HOWARD  
District 1 At-Large  
WILLIAM CLAY ERIC FEARS  
District 3 District 4  
PATTY HIGHTOWER STEPHEN OPALENIK  
School Board Navy

PLANNING BOARD STAFF PRESENT:

Meredith Crawford, Esquire  
Assistant County Attorney  
Horace Jones, Director  
Development Services  
Kayla Meador, Senior Office Support Assistant  
Development Services  
Allyson Cain, Urban Planner  
Development Services  
Griffin Vicery  
Juan Lemos

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have to address that issue. We will accept the hearing package for the facts and findings for this meeting. The rezoning hearing package for June 6, 2017, with the findings of facts had previously been provided to all board members. The chair will now entertain a motion to accept that rezoning hearing package with the findings of facts and the legal advisements into evidence. MR. RUSHING: So moved. CHAIRMAN BRISKE: Motion. Do we have a second? MR. INGWELL: Second. CHAIRMAN BRISKE: All in favor say aye? (Chorus of "ayes.") CHAIRMAN BRISKE: Opposed? (No response.) CHAIRMAN BRISKE: Motion carries. The rezoning hearing package with the findings of fact and the legal advertisements will be marked and included in the record for all of today's cases. At this time I'll ask our court reporter to please swear in the members of staff that

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1 will be testifying.  
 2 (All staff members were duly sworn.)  
 3 CHAIRMAN BRISKE: Board members, we've  
 4 previously qualified these members of staff to  
 5 be able to offer expert testimony in the area of  
 6 land use and planning.  
 7 Do any of you have any questions regarding  
 8 their qualifications or their ability to offer  
 9 that expert testimony?  
 10 (No response.)  
 11 CHAIRMAN BRISKE: Hearing none, please let  
 12 the record reflect that these staff members will  
 13 be considered experts in the area of land use  
 14 and planning.  
 15 At this hearing, the Planning Board is  
 16 acting under its authority to hear and make  
 17 recommendations to the Board of County  
 18 Commissioners on rezoning applications.  
 19 These hearings are quasi-judicial in  
 20 nature. Quasi-judicial hearings are like  
 21 evidentiary hearings in a court of law.  
 22 However, they are less formal.  
 23 All testimony will be given under oath,  
 24 and anyone testifying before the Planning Board  
 25 may be subject to cross-examination.

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1 All documents and exhibits entered will be  
 2 entered into evidence and made part of the  
 3 record.  
 4 Opinion testimony will be limited to  
 5 experts, and closing arguments will be limited  
 6 to the evidence in the record.  
 7 Before making a decision, the Planning  
 8 Board will consider the relevant testimony, the  
 9 exhibits entered into evidence, and the  
 10 applicable laws.  
 11 Each individual who wishes to address the  
 12 Planning Board must complete a speaker request  
 13 form. They are located at the back of the  
 14 chambers.  
 15 You will not be allowed to speak unless  
 16 you have completed a form and turned it into our  
 17 staff members.  
 18 Please also note that only those  
 19 individuals who are here today can give  
 20 testimony on the record before the Planning  
 21 Board will be allowed to speak at subsequent  
 22 hearing before the Board of County  
 23 Commissioners.  
 24 No new evidence can be presented to the  
 25 Board of County Commission. Therefore, all

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1 testimony and evidence must be presented today.  
 2 The Planning Board will provide a  
 3 recommendation for the rezoning request to the  
 4 Board of County Commissioners. They will then  
 5 review the testimony, documents, exhibits;  
 6 consider the closing arguments; and make a final  
 7 decision.  
 8 All decisions by BCC are final. Anyone  
 9 who wishes to seek judicial review of the  
 10 decision of the BCC must do so in a court of  
 11 competent jurisdiction within 30 days that the  
 12 BCC either approves or rejects the recommended  
 13 order of the Planning Board.  
 14 All written or oral communication outside  
 15 of this meeting is considered ex parte  
 16 communications. Ex parte communications are  
 17 presumed prejudicial under Florida law and must  
 18 be disclosed as provided in Board of County  
 19 Commission Resolution 96-13.  
 20 As each case is heard, the Chair will ask  
 21 that the board members who have been involved in  
 22 any ex parte communication please identify  
 23 themselves and describe the communication.  
 24 As required by Section 2-7.2 of the  
 25 Escambia County Land Development Code, the

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1 Planning Board's recommendation to the Board of  
 2 County Commissioners shall include consideration  
 3 of the following six approval conditions.  
 4 Staff, if we could bring those up on the  
 5 board. Thank you.  
 6 Consistent with the Comprehensive Plan,  
 7 the proposed rezoning is consistent with the  
 8 goals, objectives, policies of the Comprehensive  
 9 Plan and is not in conflict with any of its  
 10 provisions.  
 11 Consistency with the LDC. The proposed  
 12 rezoning is consistent with the stated purpose  
 13 and intent of the Land Development Code and is  
 14 not in conflict with any of its provisions.  
 15 Compatibility. All land uses, development  
 16 activities, conditions allowed by the proposed  
 17 rezoning are compatible with the surrounding  
 18 conforming uses, activities, conditions, and are  
 19 able to coexist in relative proximity to them in  
 20 a stable fashion over time, such that no use,  
 21 activity or condition negatively impacts  
 22 another.  
 23 The appropriateness of a rezoning is not  
 24 limited to a specific use that may be proposed  
 25 but is evident for all permitted purposes within



1 the requested rezoning.  
 2 This condition shall not apply to any  
 3 conditional use of the proposed district or  
 4 compatibility with nonconforming or unapproved  
 5 uses, activities or conditions.  
 6 Number D, changed conditions. The area to  
 7 which the proposed rezoning would apply has  
 8 changed or is changing to such a degree that it  
 9 is in the public's interest to encourage new  
 10 uses, densities or intensities throughout that  
 11 area of the rezoning.  
 12 E, development patterns. The proposed  
 13 rezoning would contribute to or result in a  
 14 logical and orderly development pattern.  
 15 And finally F, the effect on the natural  
 16 environment. The proposed rezoning would not  
 17 increase the probability of any significant  
 18 adverse impacts on the natural environment.  
 19 At the beginning of the case, as long as  
 20 there are no objections from the applicant, we  
 21 will allow the staff to briefly present location  
 22 and zoning maps and photos on the property.  
 23 Then we will hear from the applicant and  
 24 any witnesses they may wish to call. Then  
 25 finally we will hear from the staff and any

1 witnesses that they may wish to call.  
 2 Finally, we will hear from all members of  
 3 the public who have filed a speaker request  
 4 form.  
 5 We just have one case today. And the  
 6 first rezoning application is Z-2017-05, Lisa  
 7 Heaton and Billy Smith, Jr., the owners, 517  
 8 West Detroit Boulevard, .19 plus-minus acres,  
 9 from medium density residential to HDMU, which  
 10 is high-density mixed-use.  
 11 At this time I'll ask members of the board  
 12 if there have been any ex parte communication  
 13 between you, the applicant, the applicant's  
 14 agents, attorneys, witnesses, fellow Planning  
 15 Board members or anyone from the general public  
 16 prior to the hearing.  
 17 I'll also ask if you have visited the  
 18 subject property and disclose if you are a  
 19 relative or business associate of any of the  
 20 parties.  
 21 At this time, Mr. Opalenik.  
 22 MR. OPALENIK: Not to all.  
 23 CHAIRMAN BRISKE: Okay. Thank you.  
 24 MS. HIGHTOWER: Good morning.  
 25 No to all.

1 MR. HOWARD: No to all, sir.  
 2 CHAIRMAN BRISKE: All right.  
 3 Chairman, no to all.  
 4 MR. INGWELL: No to all.  
 5 MR. CLAY: No to all.  
 6 MR. RUSHING: And no to all.  
 7 CHAIRMAN BRISKE: Okay.  
 8 Mr. Clay, good morning. I saw that you  
 9 came into the meeting. We do have five voting  
 10 members. He came into the meeting as I was  
 11 reading in at the beginning; correct?  
 12 MR. CLAY: Yes.  
 13 CHAIRMAN BRISKE: So welcome.  
 14 We had called to order, and I think we had  
 15 four when you came in, so we have five for the  
 16 quorum. So thank you. Good morning, sir.  
 17 Staff, was notice of the hearing sent to  
 18 all interested parties?  
 19 MS. MEADOR: Yes, sir.  
 20 CHAIRMAN BRISKE: Okay. And was that  
 21 notice also correctly posted on the subject  
 22 property?  
 23 MS. MEADOR: Yes, sir.  
 24 CHAIRMAN BRISKE: Okay.  
 25 Mr. Smith and Ms. Heaton, do you have any

1 objections to the staff presenting maps and  
 2 photography for the property at this time?  
 3 MS. HEATON: No, sir.  
 4 CHAIRMAN BRISKE: Okay. They've indicated  
 5 no, so staff members, please.  
 6 MS. CAIN: Good morning. Allyson Cain  
 7 from Development Services.  
 8 Okay. This is Z-2017-05, 517 West  
 9 Detroit, going from medium-density residential  
 10 to high-density mixed-use.  
 11 This is the map showing the location of  
 12 the site on Detroit.  
 13 This is the zoning map, 500-foot radius,  
 14 showing the existing zoning of MDR, which is  
 15 surrounding of HDLI, MDR and HDMU.  
 16 This is the future land use map showing  
 17 mixed-use urban.  
 18 This is the existing land use map.  
 19 This is an aerial photo of the site on  
 20 Detroit on the corner of Detroit and Gardenia.  
 21 This is the subject -- This is the public  
 22 notice sign posted on site.  
 23 This is looking south onto the subject  
 24 property at Detroit.  
 25 Looking across Detroit from the subject

1 parcel.  
 2 This is also looking north along Gardenia  
 3 right here at the subject property, which is to  
 4 the left.  
 5 Looking west along Detroit from the  
 6 subject parcel.  
 7 Looking into the subject property from  
 8 Gardenia Circle.  
 9 Looking east at the corner of Gardenia and  
 10 Detroit.  
 11 At the corner of Detroit and Gardenia  
 12 looking down Gardenia toward the subject  
 13 subdivision.  
 14 CHAIRMAN BRISKE: Allyson, just one  
 15 question on the maps real quick.  
 16 MS. CAIN: Yes.  
 17 CHAIRMAN BRISKE: Is that the entrance to  
 18 the Maplewood Subdivision or . . .  
 19 MS. CAIN: Right there at Gardenia Circle,  
 20 yes, sir.  
 21 CHAIRMAN BRISKE: Okay. Just wanted to  
 22 make sure. I kind of knew where we were at.  
 23 Okay. At this time I'll ask our applicant  
 24 to come forward. I'm not sure if both of you  
 25 are going to present or either one of you.

1 Okay. Good morning, Ms. Heaton. We'll  
 2 ask you to be sworn in, and then please state  
 3 your name and address for the record.  
 4 ---  
 5 LISA HEATON, upon being duly sworn, was  
 6 examined and testified as follows:  
 7 ---  
 8 MS. HEATON: My name is Lisa Heaton. My  
 9 address is 301 Swift Creek Drive in Cantonment,  
 10 32533.  
 11 CHAIRMAN BRISKE: Okay. Good morning.  
 12 Welcome.  
 13 MS. HEATON: Good morning.  
 14 CHAIRMAN BRISKE: Have you received a copy  
 15 of the staff's rezoning package and the findings  
 16 of fact?  
 17 MS. HEATON: Yes, sir.  
 18 CHAIRMAN BRISKE: Okay. And do you  
 19 understand that you have the burden of providing  
 20 substantial competent evidence that this  
 21 proposed rezoning is consistent with the  
 22 Comprehensive Plan, furthers the goals,  
 23 objectives and policies of that plan, and is not  
 24 in conflict with any portion of the Land  
 25 Development Code?

1 MS. HEATON: Yes, sir.  
 2 CHAIRMAN BRISKE: Okay. Please proceed.  
 3 MS. HEATON: We are -- at this point  
 4 accept the staff findings. And they have remade  
 5 a --  
 6 MR. JONES: Let me say something. As far  
 7 as -- Horace Jones. We thank you. Thank you.  
 8 CHAIRMAN BRISKE: State your position,  
 9 too, Horace, please, for the record.  
 10 MR. JONES: Horace Jones, Director for the  
 11 Development Services. She is . . . Go ahead  
 12 and make your request. I want to add before  
 13 y'all make a decision. Go ahead and make your  
 14 request.  
 15 MS. HEATON: Okay.  
 16 MR. JONES: Make your comments. Go on and  
 17 make your request.  
 18 MS. HEATON: Okay. There were some  
 19 changes made that were pointed out that we would  
 20 be better suited to -- instead of HDMU to do it  
 21 to LDMU, according to the staff findings.  
 22 And we agree with that, and that suits our  
 23 needs also, so we don't have any -- we don't  
 24 have any issues with LDMU either.  
 25 CHAIRMAN BRISKE: Okay. Question for

1 Horace. The staff's findings are in support?  
 2 MR. JONES: Staff findings: We do think  
 3 that would be a better fit, a better zoning  
 4 category. However, I'm going to let Allyson get  
 5 into it.  
 6 When you look at spot zoning, that's one  
 7 of the criteria that we have to look at.  
 8 Low-density mixed-use is -- it is better because  
 9 if you see, the property is a corner lot of the  
 10 subdivision.  
 11 And high-density mixed-use, it allows for  
 12 a little bit more higher use than low density.  
 13 Low density was OR-6, neighborhood  
 14 commercial-type uses.  
 15 And, well, spot zoning could have been  
 16 issued, but staff does understand that the  
 17 better fit could be getting a lower use that  
 18 will be better more suited -- that would be more  
 19 in stable with the subdivision because that is a  
 20 subdivision right there.  
 21 And the uses are more inclined to a  
 22 neighborhood, lower-impact residential use on  
 23 the corner lot, so that's something that we do  
 24 want to bring up before the Planning Board to  
 25 consider, but staff does think that it would be

1 a better fit for spot zoning. Could be  
 2 something that this board needs to address.  
 3 CHAIRMAN BRISKE: Okay. And I think when  
 4 we look at a transition period between a  
 5 neighborhood and a more developed area, that's  
 6 more appropriate . . .  
 7 MR. JONES: Yes.  
 8 CHAIRMAN BRISKE: . . . than the high  
 9 density.  
 10 Allyson, when you get through your  
 11 findings, if you would, please, also let's bring  
 12 up the criteria in LDMU, so everybody can see it  
 13 from there, so . . . Okay.  
 14 Ms. Heaton, if you're going to accept  
 15 their findings, then we'll go ahead and hear  
 16 them get everything on the record, and then we  
 17 can discuss it more. You'll have an opportunity  
 18 to come back up.  
 19 MS. HEATON: Okay.  
 20 CHAIRMAN BRISKE: Thank you.  
 21 All right. Allyson, if you'll just state  
 22 your position.  
 23 MS. CAIN: Allyson Cain, Urban Planner,  
 24 Development Services.  
 25 Okay. On the first criteria for

1 compatible with the Comprehensive Plan --  
 2 CHAIRMAN BRISKE: Excuse me. Can we bring  
 3 it up and follow along?  
 4 MS. MEADOR: Oh, yes. Sorry.  
 5 CHAIRMAN BRISKE: Thank you.  
 6 MS. CAIN: The proposed amendment to HDMU,  
 7 it is consistent with the future land use  
 8 because future land use of mixed-use urban does  
 9 allow for a mix of residential and commercial  
 10 uses, such as professional offices.  
 11 The parcel will also be using the existing  
 12 roadway infrastructure and utilities in the  
 13 area.  
 14 Criteria B, consistency with the Land  
 15 Development Code. The proposed amendment is  
 16 consistent with the intent and purpose of the  
 17 code, although the proposed amendment -- It does  
 18 meet the site design standards for locational  
 19 criteria.  
 20 There are a number of commercial uses  
 21 along Detroit Boulevard with the zoning of HDLI  
 22 and HDMU. And after looking at the area, we  
 23 believe that the zoning designation of  
 24 low-density mixed-use would be more appropriate.  
 25 The low-density mixed-use has a less of an

1 impact on a neighboring subdivision. It allows  
 2 less dwelling units per acre versus the HDLI  
 3 which has 25 units per acre.  
 4 The HDMU and the LDMU allow for retail  
 5 sales and retail services and professional  
 6 offices.  
 7 The subject parcel is on the corner of  
 8 Detroit and Gardenia, and is part of a recorded  
 9 subdivision.  
 10 And as the LDC Section 3-2.6 E-4-A states  
 11 that any intrusion into a recorded subdivision  
 12 is limited to the corner lot, which is where  
 13 this parcel is, on the corner lot.  
 14 And then there will be screening and  
 15 buffering requirements to the adjacent  
 16 residential parcels that will be reviewed at  
 17 time of site plan review.  
 18 Compatible with the surrounding uses. The  
 19 proposed amendment is compatible with the  
 20 existing uses to the north of Detroit Boulevard,  
 21 as well as across Gardenia Circle and down parts  
 22 of Detroit.  
 23 It's located on the corner of Detroit and  
 24 Gardenia, part of the platted subdivision, as  
 25 was mentioned.

1 The properties adjoining the site on two  
 2 sides are residential, which was creating a  
 3 compatibility concern for the existing Ensley  
 4 Gardenia Subdivision, actually.  
 5 So we were concerned about the push from  
 6 using the HDMU . . . more of the -- pushing more  
 7 the development into the residential area.  
 8 Therefore, that's why we were suggesting LDMU,  
 9 which is . . . It's an easier transition  
 10 between zonings from HDLI and HDMU. You can  
 11 still do a lot of the same uses. It's just not  
 12 as intense, such as a convenience store selling  
 13 gas, that sort of thing.  
 14 Changed conditions. There were no changed  
 15 conditions that would impact the amendment.  
 16 It was brought to our attention that  
 17 Detroit is part of a roadway improvement  
 18 project, and the county will need approximately  
 19 90 feet of right-of-way for the -- from the  
 20 applicant, and which they stated they didn't  
 21 have an issue with that.  
 22 In a meeting with the Traffic Division  
 23 yesterday, David Forte, the Division Manager, is  
 24 here to speak on that case, although it's not  
 25 necessary because it won't affect the rezoning.

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1 It will be something in the development review,  
 2 but we just wanted to bring that fact up. And  
 3 there will be other community meetings in that  
 4 area regarding that roadway improvement.  
 5 Development patterns. The staff found  
 6 that the amendment is on a car lot, which will  
 7 not put you in an inconvenience in the  
 8 subdivision, being that the access would  
 9 probably be addressed off of Detroit Boulevard.  
 10 The parcel is among five other lots facing  
 11 Detroit that are not zoned for commercial  
 12 activities.  
 13 It appears that there is a trend along  
 14 Detroit for neighborhood development instead of  
 15 the heavy commercial/light industrial that that  
 16 is currently zoned.  
 17 And the effects on the natural  
 18 environment: There were no wetlands or hydric  
 19 soils that were noted on the subject property.  
 20 And those will also be reviewed during the site  
 21 plan review process.  
 22 And that's all of staff findings.  
 23 CHAIRMAN BRISKE: Okay. Bring up the  
 24 LDMU.  
 25 MS. CAIN: So for retail sales and

Page 23

1 give the Planning Board an opportunity to  
 2 understand that being at the beginning of the  
 3 subdivision and right there on the corner, the  
 4 LDMU would be less intrusive, less intense for  
 5 density and intensity, even though there is HDMU  
 6 across Detroit and further north.  
 7 CHAIRMAN BRISKE: And I think that was a  
 8 good idea. I appreciate that.  
 9 I guess what I'm getting at may be a  
 10 question for Meredith, is that if board members  
 11 make a motion, will they need to address each  
 12 criterion or are we going to allow to stand the  
 13 staff's findings to -- even though it doesn't  
 14 specifically say LDMU in -- you know, criterion  
 15 A, it says HDMU, but we've altered the request,  
 16 so do they need to address each criterion to say  
 17 LDMU?  
 18 MS. CRAWFORD: I think it would be very  
 19 proper -- I think it would sufficient for staff  
 20 to simply walk back through their findings on  
 21 each criterion and state that their finding of  
 22 consistency with HDMU would also be a finding of  
 23 consistency with LDMU, just for the record.  
 24 CHAIRMAN BRISKE: Okay.  
 25 MS. CRAWFORD: And then also for the

Page 22

1 service -- for retail services, you can still  
 2 have your small-scale -- less than 6,000 square  
 3 feet or less for retail sales and services.  
 4 Most of the same uses for HDMU, with the  
 5 exception of some of the heavier commercial  
 6 uses, neighborhood commercial uses HDMU would  
 7 allow.  
 8 CHAIRMAN BRISKE: Okay. I have a question  
 9 about the criteria. First of all, did the  
 10 applicant make a formal request to change to the  
 11 LDMU, or is that what we're doing today?  
 12 MR. JONES: That's what we're doing today.  
 13 CHAIRMAN BRISKE: Okay.  
 14 So she stated that on the record that  
 15 we're doing that. So these criteria that we  
 16 have in here still all address the HDMU.  
 17 MS. CAIN: Yes. The ones that I addressed  
 18 in staff findings?  
 19 CHAIRMAN BRISKE: Yes.  
 20 MS. CAIN: Yes, sir.  
 21 CHAIRMAN BRISKE: Okay.  
 22 MS. CAIN: As either -- Honestly, HDMU and  
 23 LDMU would be . . . I don't want to say  
 24 acceptable, but they fit -- the criterion fits  
 25 both zoning categories, although I wanted to

Page 24

1 record, just so it's clear that the applicant  
 2 today requested that LDMU, so that is a question  
 3 before the board. And then you'll have staff  
 4 findings, and then the board can update their  
 5 decision.  
 6 CHAIRMAN BRISKE: Okay.  
 7 Ms. Heaton, if you'll come back forward.  
 8 I just want to make it clear because we do  
 9 record everything here. It is your intention to  
 10 go with the LDMU request for this board today?  
 11 MS. HEATON: Yes, sir. We would like to  
 12 request LDMU.  
 13 CHAIRMAN BRISKE: Okay. Fine.  
 14 Now, just very briefly on each of the  
 15 criterion, just say that it would be consistent  
 16 with the LDMU. And I think that will cover us  
 17 then.  
 18 MS. CAIN: Do you want me to go over each  
 19 criterion?  
 20 CHAIRMAN BRISKE: Yes.  
 21 MS. CAIN: Okay. For criterion one,  
 22 consistency with the Comp Plan, LDMU is also --  
 23 it's mixed-use urban, so you're again  
 24 consistency with the Comp Plan. That would be  
 25 compatible.

1 With Criterion B, consistency with the  
 2 Land Development Code, all the uses and  
 3 intensities are also compatible and consistent  
 4 with the area and the parcel in question.  
 5 Criterion C. Compatible with surrounding  
 6 uses. The LDMU would be compatible with the  
 7 uses in the area. Although there are no LDMU  
 8 zoning designations, the uses are consistent  
 9 with the LDMU in the area.  
 10 And then changed conditions. There were  
 11 no changed conditions.  
 12 Development patterns. The development  
 13 patterns in the area for LDMU, they are  
 14 consistent because there are less intense  
 15 commercial uses along Detroit and on the other  
 16 side of Gardenia that would be compatible. And  
 17 then there's no effect on the natural  
 18 environment for LDMU.  
 19 CHAIRMAN BRISKE: Okay. Very good. Now  
 20 we have it on the record.  
 21 Board members, any questions on that  
 22 portion?  
 23 (No response.)  
 24 CHAIRMAN BRISKE: Okay.  
 25 Ms. Heaton, were you going to call Mr.

1 Smith as a witness or are you going to speak as  
 2 the applicant or . . . Because I can take him  
 3 now because he's part of the application or as a  
 4 member of the public, with public comment.  
 5 Either way.  
 6 MS. HEATON: I think we're okay. We had  
 7 just both filled one out in case there was a  
 8 question that came up that maybe I didn't feel  
 9 comfortable answering.  
 10 CHAIRMAN BRISKE: Okay. All right. And  
 11 if we -- if necessary.  
 12 MS. HEATON: Do you want to?  
 13 MR. SMITH: Can I say something?  
 14 CHAIRMAN BRISKE: Yes, sir. Come forward.  
 15 We want to get everybody on the record.  
 16 MR. SMITH: You just said something about  
 17 the --  
 18 CHAIRMAN BRISKE: Just a second. If  
 19 you'll go ahead and get sworn in.  
 20 ---  
 21 BILLY SMITH, upon being duly sworn, was  
 22 examined and testified as follows:  
 23 ---  
 24 CHAIRMAN BRISKE: All right. And your  
 25 name and address for the record, please.

1 MR. SMITH: Billy Smith, 110 Country Lane,  
 2 Cantonment, Florida 32533.  
 3 CHAIRMAN BRISKE: Okay, sir.  
 4 MR. SMITH: My statement's real simple.  
 5 You had said something about the Maple Oaks  
 6 Subdivision.  
 7 CHAIRMAN BRISKE: Right.  
 8 MR. SMITH: It actually is not. That's  
 9 the entrance of Maple Oaks. It's at Ensley  
 10 Gardens.  
 11 CHAIRMAN BRISKE: Yeah. I noticed that.  
 12 MR. SMITH: I mean, I wanted to say it's  
 13 like a totally different little --  
 14 CHAIRMAN BRISKE: Okay. That's what I was  
 15 trying to figure out in my mind.  
 16 MR. SMITH: Yes, sir.  
 17 MS. HEATON: I think Allyson mentioned  
 18 that also.  
 19 CHAIRMAN BRISKE: Yes.  
 20 MR. SMITH: Yes, sir.  
 21 CHAIRMAN BRISKE: Okay. Anything else you  
 22 wanted to add?  
 23 MR. SMITH: No, sir.  
 24 CHAIRMAN BRISKE: All right. Okay.  
 25 We do not have any members of the public

1 signed up to speak.  
 2 Is there anyone here that wants to speak  
 3 on this case?  
 4 (No response.)  
 5 CHAIRMAN BRISKE: Hearing none, we will  
 6 close the public comment portion.  
 7 And board members, do you have questions?  
 8 Is someone ready to make a motion?  
 9 MR. HOWARD: Move that we accept LDMU. I  
 10 would site as the three criterion that I think  
 11 are persuasive here.  
 12 First of all, the development pattern.  
 13 Consistency with the LDC, especially as staff  
 14 addressed the corner lot.  
 15 And then also I would put in the  
 16 development pattern, consistency with LDC and  
 17 also surrounding area.  
 18 Just one little thing I note. There is a  
 19 lot of infrastructure development in the area.  
 20 The staff mentioned the new roadway.  
 21 So for those three criteria, I recommend --  
 22 I'd move we approve as LDMU.  
 23 CHAIRMAN BRISKE: We have a motion.  
 24 Do we have a second?  
 25 MR. INGWELL: Second.

1 CHAIRMAN BRISKE: Thank you, Mr. Ingwell.  
 2 Any further discussion?  
 3 (No response.)  
 4 CHAIRMAN BRISKE: All those in favor, say  
 5 aye.  
 6 (Chorus of "ayes.")  
 7 CHAIRMAN BRISKE: Opposed?  
 8 (No response.)  
 9 CHAIRMAN BRISKE: Motion carries  
 10 unanimously.  
 11 Okay, folks. This is a recommendation to  
 12 the Board of County Commissioners. They get the  
 13 final vote on it. And staff will be in contact  
 14 with you about moving that forward, so . . .  
 15 All right. Good luck to you.  
 16 MS. HEATON: Thank you very much.  
 17 CHAIRMAN BRISKE: Okay. Is there anything  
 18 else for the quasi-judicial hearing?  
 19 (No response.)  
 20 CHAIRMAN BRISKE: All right. Hearing  
 21 none, we will adjourn the quasi-judicial  
 22 hearing.  
 23 (Hearing concluded at 8:58 a.m.)  
 24  
 25

1  
 2  
 3 CERTIFICATE OF REPORTER  
 4  
 5  
 6 STATE OF FLORIDA )  
 7 )  
 8 COUNTY OF ESCAMBIA )  
 9  
 10 I, DAVID A. DEIK, CP, CPE, Professional Court  
 11 Reporter, certify that I was authorized to and did  
 12 stenographically report the foregoing proceedings; and  
 13 that the transcript is a true record of the proceedings  
 14 contained herein.  
 15 I further certify that I am not a relative,  
 16 employee, attorney, or counsel to any of the parties,  
 17 nor am I a relative or employee of any of the parties'  
 18 attorney or counsel connected with the action, nor am I  
 19 financially interested in the action.  
 20  
 21  
 22  
 23 \_\_\_\_\_  
 24 DAVID A. DEIK, CP, CPE  
 25 Professional Court Reporter

**Planning Board-Rezoning**

**6. A.**

**Meeting Date:** 06/06/2017  
**CASE :** Z-2017-05  
**APPLICANT:** Lisa Heaton and Billy Smith, Jr, Owners  
**ADDRESS:** 517 W Detroit Blvd  
**PROPERTY REF. NO.:** 22-1S-30-2300-000-007  
**FUTURE LAND USE:** MU- U, Mixed-Use Urban  
**DISTRICT:** 3  
**OVERLAY DISTRICT:** N/A  
**BCC MEETING DATE:** 07/06/2017

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**SUBMISSION DATA:**

**REQUESTED REZONING:**

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

**TO: HDMU, High Density Mixed-use district (25 du/acre)**

**RELEVANT AUTHORITY:**

- (1) Escambia County Comprehensive Plan
- (2) Escambia County Land Development Code
- (3) Board of County Commissioners of Brevard County v. Snyder, 627 So. 2d 469 (Fla. 1993)
- (4) Resolution 96-34 (Quasi-judicial Proceedings)
- (5) Resolution 96-13 (Ex-parte Communications)

**APPROVAL CONDITIONS**

**Criterion a., LDC Sec. 2-7.2(b)(4)**

**Consistent with Comprehensive Plan**

Whether the proposed rezoning is consistent with the goals, objectives, and policies of the Comprehensive Plan and not in conflict with any of the plan provisions

**Comprehensive Plan (CPP) FLU 1.1.1 Development Consistency. New**

development and redevelopment in unincorporated Escambia County shall be consistent with the Escambia County Comprehensive Plan and the Future Land Use Map (FLUM).

**CPP FLU 1.3.1 Future Land Use Categories.** The Mixed-Use Urban (MU-U) Future Land Use (FLU) category is 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 include: Residential, Retail and Services, Professional Office, Light Industrial, Recreational Facilities, Public and Civic. The maximum residential density is 25 dwelling units per acre.

**CPP 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).

## **FINDINGS**

The proposed amendment to HDMU **is consistent** with the intent and purpose of Future Land Use category MU-U as stated in CPP FLU 1.3.1. The comp plan allows for a mix of residential and commercial uses in the mixed use urban category, such as professional offices. The parcel will utilize the existing public road, utilities and infrastructures for the area.

### **Criterion b., LDC Sec. 2-7.2(b)(4)**

#### **Consistent with The Land Development Code**

Whether the proposed amendment is in conflict with any portion of this Code, and is consistent with the stated purpose and intent of this Code.

#### **LDC 3-1.6 Compatibility**

**(a)Generally.** Zoning districts provide the primary means to establish and maintain the necessary balance between the needs and interests of different land uses, allowing neighboring uses to coexist successfully in a stable fashion over time, protecting the investments in each. Although zoning separates generally incompatible development, inclusion as a permitted use within a district does not alone ensure compatibility with other district uses.

#### **LDC 3-2.7 MDR, Medium density residential.**



Purpose. The Medium Density Residential (MDR) district establishes appropriate areas and land use regulations for residential uses at medium densities within suburban or urban areas. The primary intent of the district is to provide for residential neighborhood development in an efficient urban pattern of well-connected streets and at greater dwelling unit density than the Low Density Residential district. Residential uses within the MDR district are limited to single-family and two-family dwellings. The district allows non-residential uses that are compatible with suburban and urban residential neighborhoods.

### **Sec 3-2.9 HDMU, High density mixed use**

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

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

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

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

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

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

d. Two-family and multi-family dwellings.

See also conditional uses in this district.

**(2) Retail sales.** Small-scale (gross floor area 6000 sq.ft. or less per lot) retail sales, including Low-THC marijuana dispensing facilities, sales of beer and wine, but excluding sales of liquor, automotive fuels, or motor vehicles, and excluding permanent outdoor storage, display, or sales. See also conditional uses in this district.

**(3) Retail services.** The following small-scale (gross floor area 6000 sq.ft. or less per lot) retail services, excluding outdoor work or permanent outdoor storage:

- a. Bed and breakfast inns.
  - b. Boarding and rooming houses.
  - c. Child care facilities.
  - d. Personal services, including those of beauty shops, health clubs, pet groomers, dry cleaners, and tattoo parlors.
  - e. Professional services, including those of realtors, bankers, accountants, engineers, architects, dentists, physicians, and attorneys.
  - f. Repair services, including appliance repair, furniture refinishing and upholstery, watch and jewelry repair, small engine and motor services, but excluding major motor vehicle or boat service or repair.
  - g. Restaurants, and brewpubs, including on-premises consumption of alcoholic beverages, but excluding drive-in or drive-through service and brewpubs with distribution of alcoholic beverages for off-site sales.
- See also conditional uses in this district.

**(4) Public and civic.**

- a. Preschools and kindergartens.
  - b. Emergency service facilities, including law enforcement, fire fighting, and medical assistance.
  - c. Foster care facilities.
  - d. Places of worship.
  - e. Public utility structures, excluding telecommunications towers.
- See also conditional uses in this district.

**(5) Recreation and entertainment.**

- a. Marinas, private only.
  - b. Parks without permanent restrooms or outdoor event lighting.
- See also conditional uses in this district.

**(6) Industrial and related.** No industrial or related uses.

**(7) Agricultural and related.** Agricultural production limited to food primarily for personal consumption by the producer, but no farm animals.

**(8) Other uses. [Reserved]**

**LDC 3-2.9(e)(4) Location criteria.** All new non-residential uses proposed within the HDMU district that are not part of a predominantly residential development or a planned unit development, or are not identified as exempt by district regulations, shall be on parcels that satisfy at least one of the following location criteria:

**(1) Proximity to intersection.** Along an arterial or collector street, and within 200 feet of an intersection with another arterial or collector.

**(2) Proximity to traffic generator.** Along an arterial or collector street and

within a one-quarter mile radius of an individual traffic generator of more than 600 daily trips, such as an apartment complex, military base, college campus, hospital, or shopping mall.

**(3) Infill development.** Along an arterial or collector street, in an area where already established non-residential uses are otherwise consistent with the HDMU district, and where the new use would constitute infill development of similar intensity as the conforming development on surrounding parcels. Additionally, the location would promote compact development and not contribute to or promote strip commercial development.

**(4) Site design.** Along an arterial street and at the intersection with a local street that serves to connect the arterial street to another arterial, and all of the following site design conditions:

- a. Any intrusion into a recorded residential subdivision is limited to a corner lot
- b. Access and stormwater management is shared with adjoining uses or properties to the extent practicable.
- c. Adverse impacts to any adjoining residential uses are minimized by placing the more intensive elements of the use (solid waste dumpsters, truck loading/unloading areas, drive-thru facilities, etc.) furthest from the residential uses.

## **FINDINGS**

The proposed amendment **is consistent** with the intent and purpose of the Land Development Code. Although, the proposed rezoning meets the site design standards within the location criteria, and there are a number of commercial uses along Detroit Blvd, with zoning of HC/LI and HDMU, staff believes the zoning designation of Low density mixed use (LDMU) would be more appropriate. Low Density mixed use will have less of an impact on the neighboring subdivision, allowing 7 dwelling units per acre verses 25 in HDMU, LDMU allows similiar uses as HDMU such as retail sales and retail services, as well as professional offices. The subject parcel is on the corner of Detroit Blvd and Gardenia Circle and part of a recorded subdivision. LDC Sec. 3-2.6(e)(4)(a) states, "any intrusion into a recorded subdivision is limited to a corner lot", the same as HDMU. There will be screening and buffering requirements for the adjacent residential properties that will be addressed during the Site Plan Review process.

### **Criterion c., LDC Sec. 2-7.2(b)(4)**

### **Compatible with surrounding uses**

Whether all land uses, development activities, and conditions allowed by the proposed zoning are compatible with the surrounding conforming uses, activities and conditions and are able to coexist in relative proximity to them in a stable fashion over time such that no use, activity, or condition negatively impacts another. The appropriateness of the rezoning is not limited to any specific use that may be proposed but is evident for all permitted uses of the requested zoning.

### **FINDINGS**

The proposed amendment is compatible with existing uses to the north across Detroit Blvd as well as across Gardenia Circle. The parcel located on the corner of Detroit and Gardenia is part of a platted subdivision.

Within the 500 radius impact area, staff observed properties with zoning districts HC/LI, MDR and HDMU. The properties adjoining the site on two sides are residential, creating compatibility concerns within the existing Ensley Garden subdivision which includes the subject parcel. Most of the Mixed use zoning designations are on the north side of Detroit bringing in question the push of mixed use development into residential areas.

### **Criterion d., LDC Sec. 2-7.2(b)(4)**

#### **Changed conditions**

Whether the area to which the proposed rezoning would apply has changed, or is changing, to such a degree that it is in the public interest to encourage new uses, density, or intensity in the area through rezoning.

### **FINDINGS**

Staff found no changed conditions that would impact the amendment or property.

### **Criterion e., LDC Sec. 2-7.2(b)(4)**

#### **Development patterns**

Whether the proposed rezoning would contribute to or result in a logical and orderly development pattern.

### **FINDINGS**

The proposed amendment is on a corner lot which will not protrude into the existing residential neighborhood, being as the access would be addressed on Detroit Blvd. This parcel is among five other lots facing Detroit that not zoned for commercial activities. It would appear there is a trend along Detroit Blvd for neighborhood developments instead of the heavy commercial light industrial activities the parcels are currently zoned

**Criterion (f) Effect on natural environment LDC Sec. 2-7.2(b)(4)**

Whether the proposed rezoning would increase the probability of any significant adverse impacts on the natural environment.

**FINDINGS**

According to the National Wetland Inventory, wetlands and hydric soils were not indicated on the subject property. When applicable, further review during the Site Plan Review process will be necessary to determine if there would be any significant adverse impact on the natural environment.

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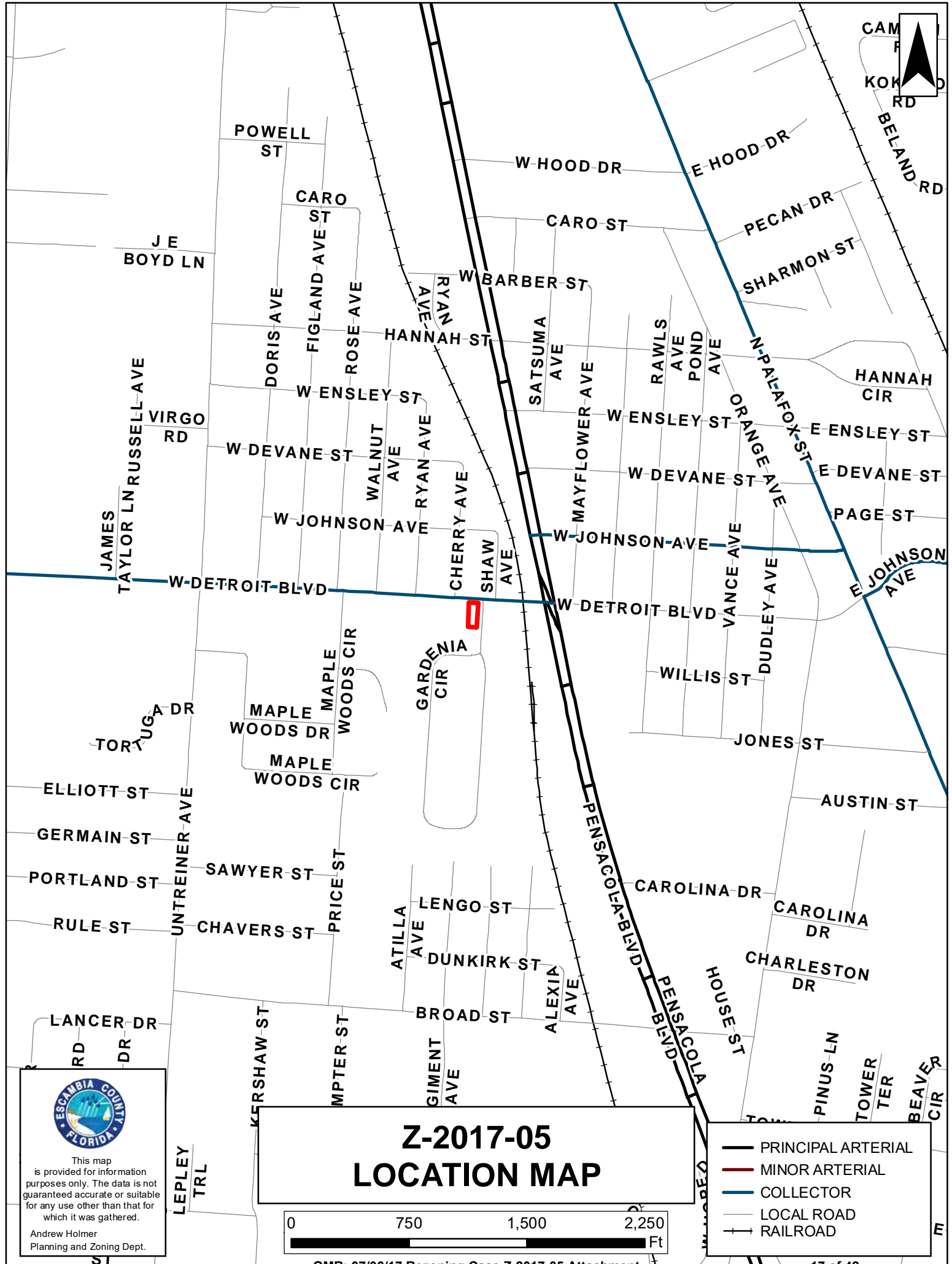
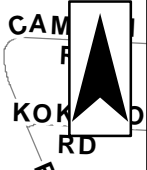
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**Attachments**

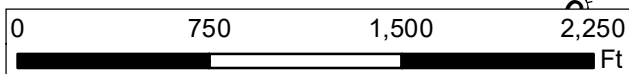
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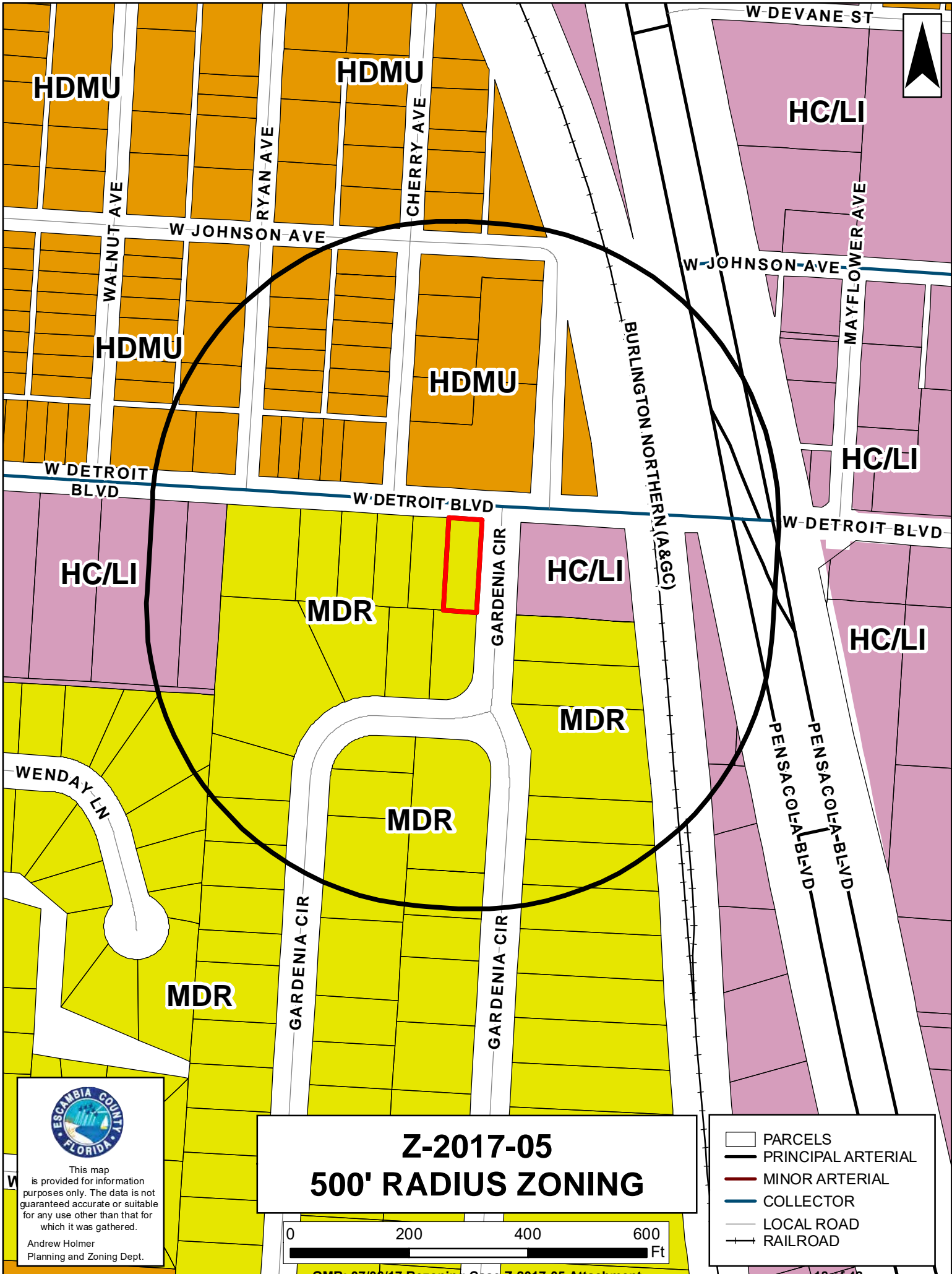


# Z-2017-05 LOCATION MAP



- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- RAILROAD

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



HDMU

HDMU

HC/LI

HDMU

HDMU

HC/LI

HC/LI

MDR

HC/LI

HC/LI

MDR

MDR

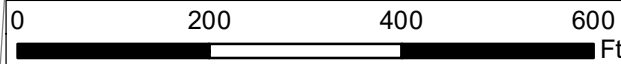
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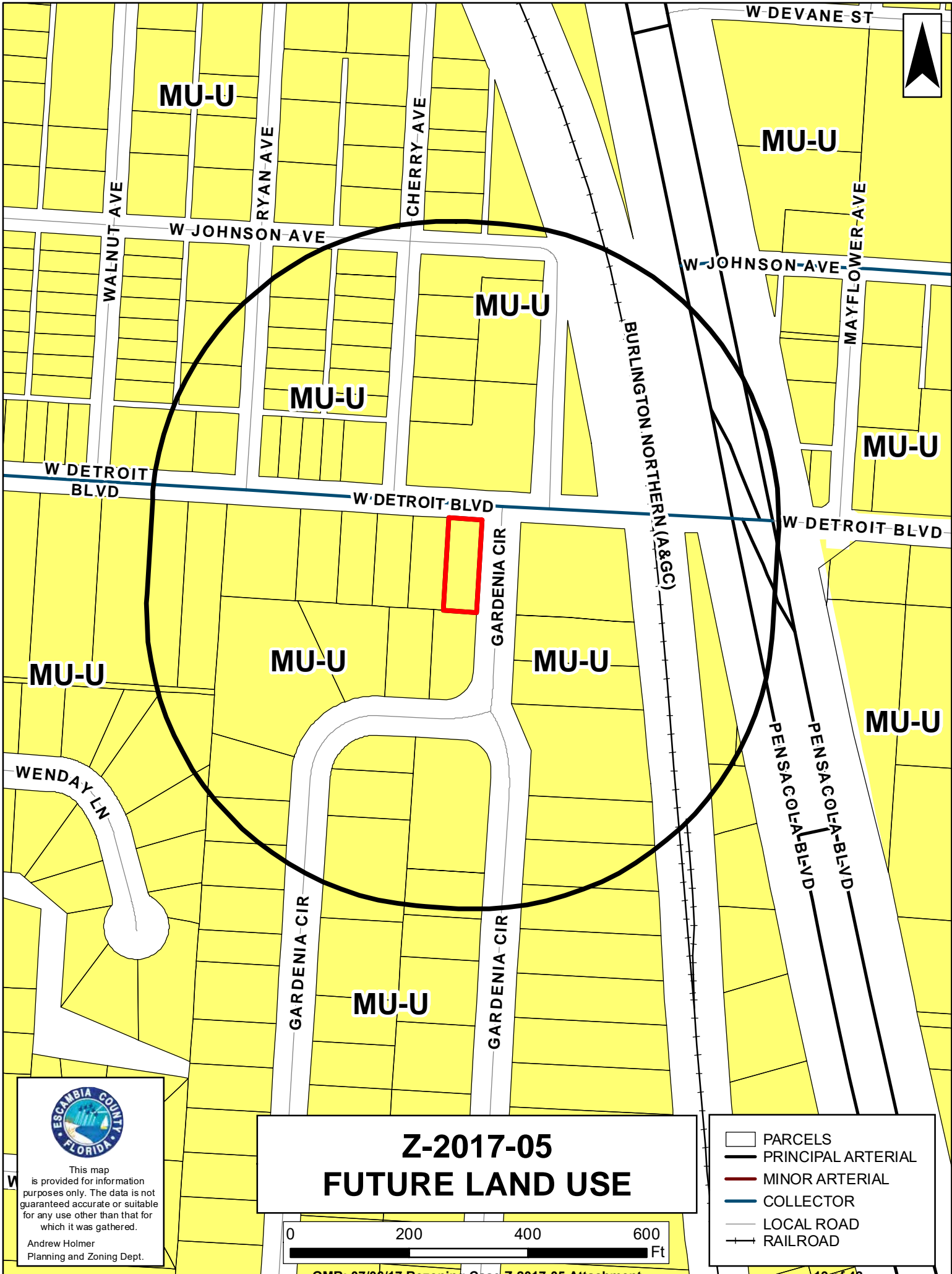
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer  
Planning and Zoning Dept.

**Z-2017-05**  
**500' RADIUS ZONING**



- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- RAILROAD



MU-U

MU-U

MU-U

MU-U

MU-U

W DETROIT BLVD

W DETROIT BLVD

W JOHNSON AVE

W DETROIT BLVD

MU-U

MU-U

MU-U

MU-U

WENDAY LN

GARDENIA CIR

GARDENIA CIR

MU-U

PENSACOLA BLVD

PENSACOLA BLVD

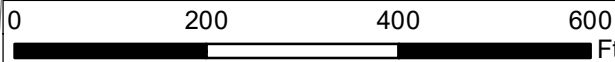
BURLINGTON NORTHERN (A&G)



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

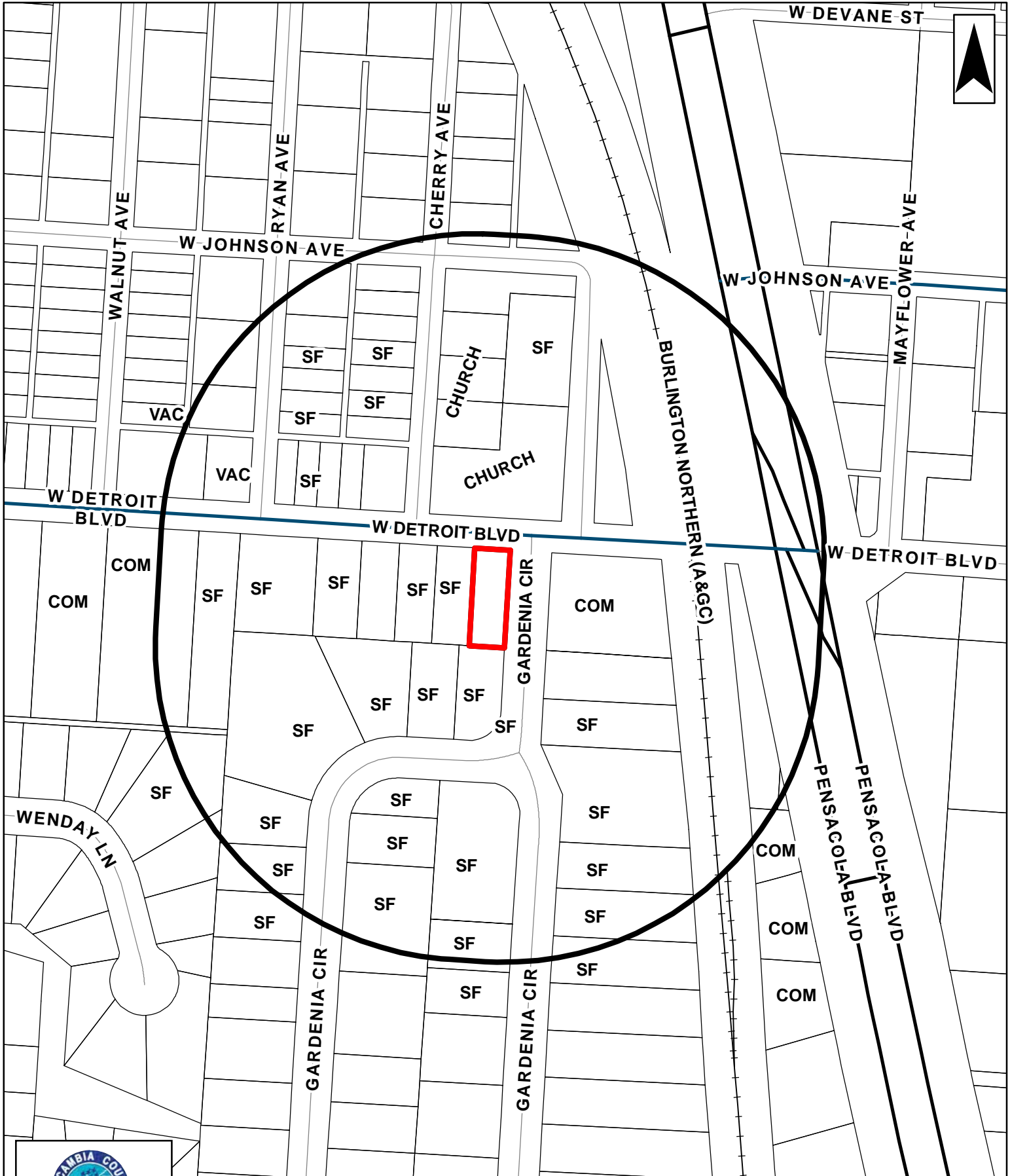
Andrew Holmer  
Planning and Zoning Dept.

# Z-2017-05 FUTURE LAND USE



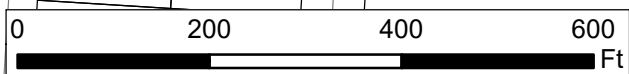

- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- RAILROAD





# Z-2017-05 EXISTING LAND USE

- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- RAILROAD

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

Andrew Holmer  
Planning and Zoning Dept.



CHERRY AVE

SHAW AVE

W DETROIT BLVD

GARDENIA CIR

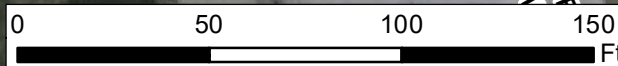


This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer  
Planning and Zoning Dept.

GA

# Z-2017-05 AERIAL MAP



- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- RAILROAD



 **NOTICE OF PUBLIC HEARING REZONING**

**CASE NO.:** Z-2017-05  
**CURRENT ZONING:** MDR **PROPOSED ZONING:** HDMU

**PLANNING BOARD**

**DATE:** 06/06/17 **TIME:** 8:30 A.M.

**LOCATION OF HEARING**

ESCAMBIA COUNTY CENTRAL OFFICE COMPLEX  
3363 WEST PARK PLACE  
BOARD MEETING ROOM

**BOARD OF COUNTY COMMISSIONERS**

**DATE:** 07/06/17 **TIME:** 5:45 PM

**LOCATION OF HEARING**

ESCAMBIA COUNTY GOVERNMENT CENTER  
221 PALAFOX PLACE  
1ST FLOOR BOARD MEETING ROOM

FOR MORE INFORMATION ABOUT THIS CASE PLEASE CALL  
DEVELOPMENT SERVICES AT 595-3475 OR VISIT  
[WWW.MYESCAMBIA.COM](http://WWW.MYESCAMBIA.COM)

PLEASE DO NOT REMOVE THIS SIGN  
PROPERTY OF ESCAMBIA COUNTY

Public Notice sign



Looking south onto subject parcel from Detroit Blvd.

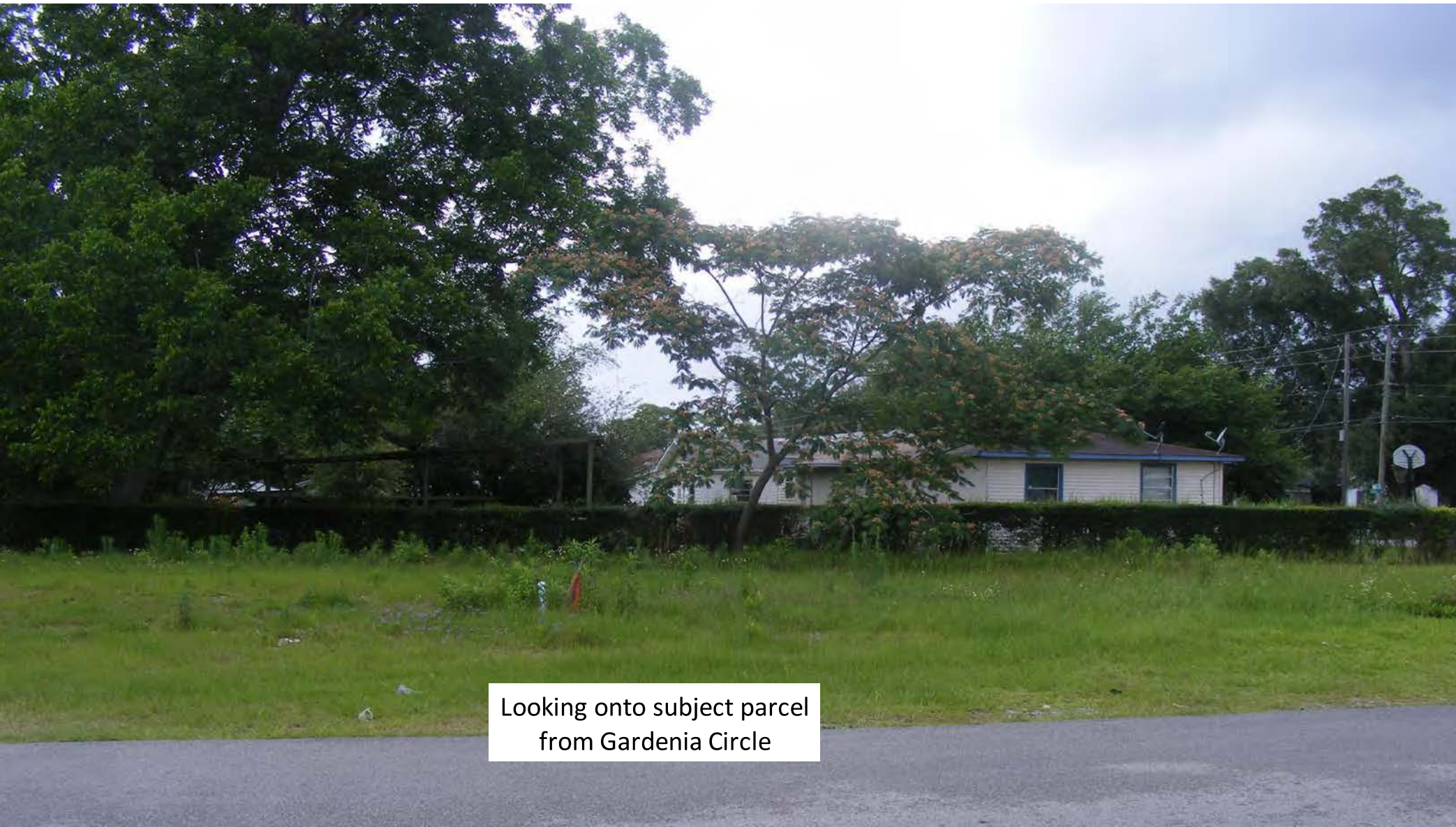




Looking north along Gardenia toward Detroit;  
subject parcel to the left



Looking west along Detroit  
from subject parcel



Looking onto subject parcel  
from Gardenia Circle





Click to add text

Looking east from subject parcel



At the corner of Detroit  
and Gardenia Circle from



### Escambia County Planning and Zoning

Development Services Department

3363 West Park Place

Pensacola, FL 32505

Phone: (850) 595-3475 • Fax: (850) 595-3481

<http://myescambia.com/business/ds>

#### Rezoning Application

FOR OFFICE USE ONLY - Case Number: Z-2017-05 Accepted by: A. Cam PB Meeting: 6/6/17

**1. Contact Information:**

A. Property Owner/Applicant: Lisa Heaton  
Billy R. Smith, Jr / LB Electric Services, LLC  
 Mailing Address: 301 Swift Creek Dr; Cantonment, FL 32533  
 Business Phone: 850-232-3759 Cell: 850-232-3759  
 Email: lbelectric@att.net

B. Authorized Agent (if applicable): N/A  
 Mailing Address: \_\_\_\_\_  
 Business Phone: \_\_\_\_\_ Cell: \_\_\_\_\_  
 Email: \_\_\_\_\_

*Note: Owner must complete the attached Agent Affidavit. If there is more than one owner, each owner must complete an Agent Affidavit. Application will be voided if changes to this application are found.*

**2. Property Information:**

A. Existing Street Address: 517 W. Detroit Blvd  
 Parcel ID (s): 22-15-30-2300-000-007  
LOT 7, Ensley Gardens, Escambia County, Florida

B. Total acreage of the subject property: .2

C. Existing Zoning: MDR  
 Proposed Zoning: HDMU alt  
 FLU Category: IMUU

D. Is the subject property developed (if yes, explain): NO

E. Sanitary Sewer:  Septic:

**3. Amendment Request**

A. Please provide a general description of the proposed zoning request, explaining why it is necessary and/or appropriate.

We would like to build a          office on the property for storage of materials inside; including things such as wire, breakers, etc. The property to the North, directly across the street & to the East, across the street are HDMU and HC/LI. This same use is also to the West along Detroit.

B. Rezoning Approval Conditions – Please address ALL the following approval conditions for your rezoning request. (use supplement sheets as needed)

1. Consistent with Comprehensive Plan. The proposed rezoning is consistent with the goals, objectives, and policies of the Comprehensive Plan and not in conflict with any of its provisions.

The future land use is MUU which includes, professional office and light industrial. The office/         we propose would fit into the MUU classification as well as HDMU. No outdoor storage will be done on property. Will also have privacy fence.

2. Consistent with LDC. The proposed rezoning is consistent with the stated purposes and intent of the LDC and not in conflict with any of its provisions.

The property is within  $\frac{1}{10}$  of a mile of a major arterial street - Pensacola Blvd / Hwy 29. This meets the requirement of being within  $\frac{1}{4}$  of a mile of an arterial street. Our usage of office/professionist is allowed in HDMU.

3. **Compatibility.** All land uses, development activities, and conditions allowed by the proposed zoning are compatible with the surrounding conforming uses, activities and conditions and are able to coexist in relative proximity to them in a stable fashion over time such that no use, activity, or condition negatively impacts another. The appropriateness of the rezoning is not limited to any specific use that may be proposed but is evident for all permitted uses of the requested zoning. This condition shall not apply to any conditional uses of the proposed district or compatibility with nonconforming or unapproved uses, activities, or conditions.

---

The area surrounding the lot has George's Mufflers, Auxilary Power Systems, Duggin Flooring, Ensley Alliance Church & a Storage Shop Warehouse already existing with residences. Our business would not negatively influence any current businesses or residents

4. **Changed conditions.** The area to which the proposed rezoning would apply has changed, or is changing, to such a degree that it is in the public interest to encourage new uses, density, or intensity in the area through rezoning.

---

This area has no wetlands to be affected, and already has drainage in place. The area known as Ensley Gardens has both houses and businesses. (Georges / Auxilary Power)

5. **Development patterns.** The proposed rezoning would contribute to or result in a logical and orderly development pattern.

---

The new zoning would be directly across from another HDMU zoned area. The corner would now match the opposite corner of Detroit to the West.

6. **Effect on natural environment.** The proposed rezoning would not increase the probability of any significant adverse impacts on the natural environment.

---

The lot is currently flat & undeveloped without any wetlands or other nature to be preserved. An office warehouse would fit better with current structures and not negatively impact the lot.

**4. Please complete the following Forms: Concurrency Determination Acknowledgement and Affidavit of Owner/Limited Power of Attorney (if applicable).**

**CONCURRENCY DETERMINATION ACKNOWLEDGMENT**

Property Reference Number(s): 22-15-30-2300-000-007

Property Address: 517 W. Detroit

I/We acknowledge and agree that no future development for which concurrency of required facilities and services must be certified shall be approved for the subject parcel(s) without the issuance of a certificate of concurrency for the development based on the actual densities and intensities proposed in the future development's permit application.

I/We also acknowledge and agree that approval of a zoning district amendment (rezoning) or Future Land Use Map amendment does not certify, vest, or otherwise guarantee that concurrency of required facilities and services is, or will be, available for any future development of the subject parcels.

I/We further acknowledge and agree that no development for which concurrency must be certified shall be approved unless at least one of the following minimum conditions of the Comprehensive Plan will be met for each facility and service of the County's concurrency management system prior to development approval:

- a. The necessary facilities or services are in place at the time a development permit is issued.
- b. A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.
- c. For parks and recreation facilities and roads, the necessary facilities are under construction at the time the development permit is issued.
- d. For parks and recreation facilities, the necessary facilities are the subject of a binding executed contract for the construction of the facilities at the time the development permit is issued and the agreement requires that facility construction must commence within one year of the issuance of the development permit.
- e. The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, F.S., or as amended, or an agreement or development order issued pursuant to Chapter 380, F.S., or as amended. For wastewater, solid waste, potable water, and stormwater facilities, any such agreement will guarantee the necessary facilities and services to be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.
- f. For roads, the necessary facilities needed to serve the development are included in the first three years of the applicable Five-Year Florida Department of Transportation (FDOT) Work Program or are in place or under actual construction no more than three years after the issuance of a County development order or permit.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 25<sup>th</sup> DAY OF April, YEAR OF 17

Billy Smith  
Signature of Property Owner

Billy Smith  
Printed Name of Property Owner

4/25/17  
Date

Lisa Heaton  
Signature of Property Owner

Lisa Heaton  
Printed Name of Property Owner

4/25/17  
Date

**AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY**  
(if applicable)

As owner of the property located at \_\_\_\_\_  
\_\_\_\_\_, Florida, property reference number(s) \_\_\_\_\_  
\_\_\_\_\_ I hereby designate \_\_\_\_\_  
\_\_\_\_\_ for the sole purpose of completing this application and making  
a presentation to the Planning Board and the Board of County Commissioners to request a rezoning on  
the above referenced property. This Limited Power of Attorney is granted on this \_\_\_\_\_ day of \_\_\_\_\_  
the year of, \_\_\_\_\_, and is effective until the Board of County Commissioners or the Board of  
Adjustment has rendered a decision on this request and any appeal period has expired. The owner  
reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice  
to the Development Services Bureau.

Agent Name: \_\_\_\_\_ Email: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_

_____	_____	_____
Signature of Property Owner	Printed Name of Property Owner	Date
_____	_____	_____
Signature of Property Owner	Printed Name of Property Owner	Date

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_  
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_,  
by \_\_\_\_\_.  
Personally Known  OR Produced Identification . Type of Identification Produced: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary  
\_\_\_\_\_  
Printed Name of Notary

(Notary Seal)

5. **Submittal Requirements**

A.  Completed application: All applicable areas of the application shall be filled in and submitted to the Planning and Zoning Department, 3363 West Park Place, Pensacola, FL 32505.

B.  Application Fees: To view fees visit the website: <http://myescambia.com/business/ds/planning-board> or contact us at 595-3547

**Note: Application fees include a \$5 technical fee. Cost of the public notice mailing is to be borne by the applicant. Payments must be submitted prior to 3 pm of the closing date of acceptance of application. Please make checks payable to Escambia County. MasterCard and Visa are also accepted (a 3% fee will be added for credit card payments).**

C.  Legal Proof of Ownership (ex: copy of Tax Notice or Warranty Deed) **AND** a Certified Boundary Survey (Include Corporation/LLC documentation if applicable.)

D.  Compatibility Analysis (if applicable): If the subject property does not meet the roadway requirements of Locational Criteria, a compatibility analysis prepared by the applicant is required to provide substantial evidence of unique circumstances regarding the parcel or use that were not anticipated by the alternative criteria. (See "Documented Compatibility" within the request zoning district of the LDC.)

E.  Signed and Notarized Affidavit of Owner/Limited Power of Attorney **AND** Concurrency Determination Acknowledgement (pages 4 and 5).

**By my signature, I hereby certify that:**

- 1) I am duly qualified as owner(s) or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and
- 2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and
- 3) I understand that there are no guarantees as to the outcome of this request, and that the application fee is non-refundable; and
- 4) I authorize County staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection and authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County staff; and
- 5) I am aware that Public Hearing notices (legal ad and/or postcards) for the request shall be provided by the Development Services Bureau.

Billy Smith  
Signature of Owner/Agent

Billy Smith  
Printed Name Owner/Agent

4/25/17  
Date

Lisa Heaton  
Signature of Owner

Lisa Heaton  
Printed Name of Owner

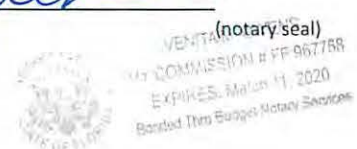
4/25/17  
Date

STATE OF FL COUNTY OF ES The foregoing instrument was acknowledged before me this 25 day of April, 2017, by [Signature]

Personally Known  OR Produced Identification . Type of Identification Produced: \_\_\_\_\_

[Signature]  
Signature of Notary

Verita M. Chen  
Printed Name of Notary





13150

This Instrument prepared by:  
Deborah C. Beach  
West Florida Title Company of Milton, Inc.  
5220 Willing St., Milton, FL 32570  
In conjunction with the issuance of title insurance  
File Number: \_\_\_\_\_

**ASSIGNMENT OF LEASES, RENTS,  
PROFITS AND PURCHASE AGREEMENTS**

THIS ASSIGNMENT made effective the 20th day of April, 2017, by an between LB Electric Services, LLC, hereinafter called the "Borrower," whose mailing address is P. O.Box 156, Cantonment, FL 32533, and ECCO Credit Union organized and existing under the Laws of the Florida, hereinafter called the "Lender", whose mailing address is 4644 E. Spencer Field Rd., Pace, FL 35271.

**WITNESSETH:**

For value received and as additional security for the loan hereinafter mentioned, the Borrower sells, transfers and assigns unto the Lender, its successors and assigns, all the right, title and interest of Borrower in and to the rents, issues, profits, revenues, royalties, rights and benefits from the following described property, to-wit:

Lot 7, Ensley Gardens, being a subdivision of the North 1650 feet of Lot 2, lying West of the Frisco Railroad, S22-T1S-R30W, Escambia County, Florida, according to the Plat recorded in Plat Book 3, Page 45 of the Public Records of Escambia County, Florida.

unto the Lender, its successors and assigns, arising out of purchase agreements or leases or tenancies between Borrower and tenants of the above described property, or any subsequent assignment or sublease, whether written or verbal, including specifically, without limiting the generality of this assignment, all leases and other agreements for rent covering the subject property located on the improvements constructed on the land described above.

AND the borrower does authorize and empower the Lender, its successors and assigns, to collect the rents, issues, profits, revenues and royalties, rights and benefits as they shall become due under said leases or agreements and does direct that each and all of the tenants and contracting parties to pay the rents and lease fees as may now be due or shall become due hereafter, to the Lender, its successors and assigns. All tenants and escrow agents shall pay the sums herein to the Lender without the necessity of inquiring into the propriety to do so, and shall be fully protected in so doing.

The term of this Assignment shall be until that certain promissory note and mortgage, or any extension or renewal, dated April 20, 2017 executed and delivered by the Borrower to the Lender covering the above-described premises for the sum of \$ 88,500.00, plus interest and all costs and expenses under the terms of said note and mortgage, shall have been paid and satisfied fully, at which time this Assignment is to be fully satisfied, canceled and released of record.

This Assignment is given as additional security for the performance of each and all the obligations and covenants of the aforesaid promissory note and mortgage of even date, or any extension or renewal thereof, and the amounts collected under this Assignment, less expenses of collection, if any, may be applied on account of delinquent costs or expenses under the terms of the said promissory note and mortgage and to the payment of principal and interest due under the terms of the promissory note and mortgage.

**IT IS EXPRESSLY COVENANTED AND AGREED by the Borrower as the assignor herein:**

1. That at the time of the execution and delivery of this Assignment, there has been no anticipation or prepayment of rents, profits or payments, nor any assignment or pledge thereto.
2. That the Borrower, its successors and assigns, shall have no right, power or authority to alter, modify or amend the terms, or any of them, of any lease involving the premises in questions in any particular whatsoever without first obtaining the consent in writing of the Lender to the alteration, modification or amendment.
3. Nothing contained in this Assignment shall be construed as making the Lender, or its successors and assigns, a mortgagee in possession, nor shall the Lender be liable for laches or failures to collect the aforesaid issues, rents, profits, revenues, royalties, rights and benefits, and it is understood that the Lender is to account only for such sums that are actually collected by it.

4. That neither the existence of this Assignment nor the exercise of its rights to collect the aforesaid rents, issues, profits, revenues, royalties, rights and benefits under it shall be construed as a waiver by the Lender, or its successors and assigns, of its right to enforce the payment of the debt above-mentioned in strict accordance with the terms and provisions of the aforesaid promissory note and mortgage and other collateral documents for which this Assignment is given as additional security.

5. Anything herein contained to the contrary notwithstanding this Assignment of Rents shall become operative only in the event of a default in any payment of the principal or interest payments under the terms of the above-described note or any extensions or renewals thereof, or in the event of default in the performance of any of the covenants and conditions contained in the above-described promissory note and mortgage.

6. Any and all lessees of the Borrower under any and all agreements which are presently in existence or which may be hereafter entered into are hereby authorized and directed to pay the Lender, or its duly authorized representative, on written demand therefor, all amounts due or to become due for rent, provided, however, that so long as there shall be no default in the terms and conditions of the above-described promissory note or mortgage, the Borrower may continue to manage said premises and to collect all income arising therefrom.

IN WITNESS WHEREOF the Borrower has caused this instrument to be executed in Borrower's name on the day and year first above written.

Witnesses:

\_\_\_\_\_  
Deborah C. Beach

LB ELECTRIC SERVICES, LLC

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

*Billy R. Smith, Jr.*  
Billy R. Smith, Jr., Managing Member

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

*Lisa M. Heaton*  
Lisa M. Heaton, Managing Member

State of Florida  
County of Santa Rosa

The foregoing instrument was acknowledged before me this 20th day of April 2017, by Billy R. Smith, Jr. & Lisa M. Heaton, Managing Members of LB Electric\*\* ~~who is personally known~~ ~~to me~~ ~~by~~ presented Florida Driver Licenses as identification and who did not take an oath.

\*\*Services, LLC, for and on behalf of the Company,

My Commission Expires:

\_\_\_\_\_  
NOTARY PUBLIC



# NORTHWEST FLORIDA LAND SURVEYING, INC.

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

A PROFESSIONAL SERVICE ORGANIZATION



PREPARED FOR: L B ELCTRIC SERICES, LLC

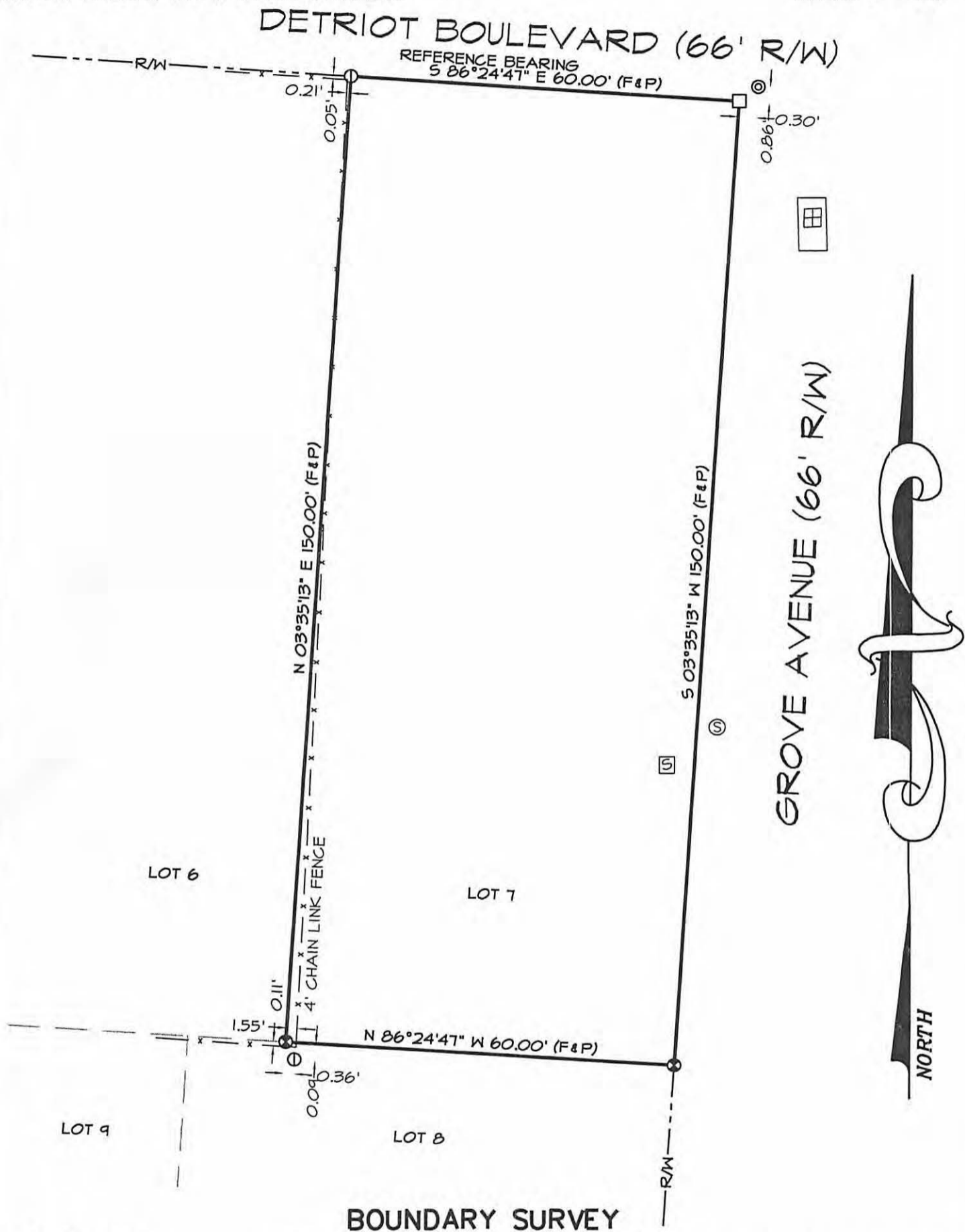
JOB NO.: 10-21342-17

REQUESTED BY: BILLY SMITH

DATE: APRIL 13, 2017

PROPERTY ADDRESS: 517 W. DETROIT BOULEVARD

SCALE: 1" = 20'



SHEET 1 OF 2

\*MEASUREMENTS MADE TO UNITED STATES STANDARDS\*

P.C.: RM DRAFTED: JAS TYPED: JAS CHECKED: FRT

DESCRIPTION: LOT 7, ENSLEY GARDENS

SEC. 22, TWP. 1S, RGE. 30W, ESCAMBIA COUNTY, STATE OF FLORIDA.

RECORDED PLAT BOOK 3, PAGE 45, \*THE ENCROACHMENTS ARE AS SHOWN\*

FIELD DATE: 4/10/17, FIELD BOOK: RM25, PG. 37

NORTHWEST FLORIDA LAND SURVEYING, INC.  
FLORIDA CORPORATION NUMBER 7277

REVISIONS:

*Fred R. Thompson* 4/13/17

FRED R. THOMPSON PROFESSIONAL LAND SURVEYOR  
FLORIDA REGISTRATION NUMBER 3027 STATE OF FLORIDA

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR



# NORTHWEST FLORIDA LAND SURVEYING, INC.

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

A PROFESSIONAL SERVICE ORGANIZATION



PREPARED FOR: L B ELCTRIC SERICES, LLC

JOB NO.: 10-21342-17

REQUESTED BY: BILLY SMITH

DATE: APRIL 13, 2017

PROPERTY ADDRESS: 517 W. DETROIT BOULEVARD

SCALE: 1" = 20'

### GENERAL NOTES:

1. THE BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE ASSUMED BEARING OF SOUTH 86 DEGREES 24 MINUTES 47 SECONDS EAST ALONG THE NORTH LINE OF THE PROPERTY AS PER THE RECORD PLAT OF ENSLEY GARDENS AS RECORDED IN PLAT BOOK 3 AT PAGE 45 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.
2. THE SURVEY DATUM AS SHOWN HEREON IS REFERENCED TO THE RECORD PLAT OF ENSLEY GARDENS AND TO EXISTING FIELD MONUMENTATION.
3. NO TITLE SEARCH WAS PROVIDED TO NOR PERFORMED BY NORTHWEST FLORIDA LAND SURVEYING, INC., FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, STATE AND/OR FEDERAL JURISDICTIONAL AREAS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY.
4. THE PROPERTY AS SHOWN HEREON IS LOCATED IN FLOOD ZONE "X", BASE FLOOD ELEVATION N/A, AS DETERMINED FROM FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP OF ESCAMBIA COUNTY, FLORIDA (UNINCORPORATED AREAS), MAP NUMBER 12033C 0295 G, REVISED SEPTEMBER 29, 2006.
5. THIS SURVEY DOES NOT DETERMINE OWNERSHIP.
6. THIS SURVEY MEETS MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.050 - 5J-17.173052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, TO THE BEST OF MY KNOWLEDGE AND BELIEF.
7. THE MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS.
8. THE MEASUREMENTS OF THE BUILDINGS AND/OR FOUNDATIONS SHOWN HEREON DO NOT INCLUDE CONCRETE FOOTERS OR EAVE OVERHANGS.
9. FENCE LOCATIONS SHOWN HEREON MAY BE EXAGGERATED AND NOT TO SCALE FOR CLARITY PURPOSES
10. FEDERAL AND STATE COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED IN WHOLE OR PART AND IS NOT TO BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM, WITHOUT PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER, FRED R. THOMPSON, AND IS TO BE RETURNED TO OWNER UPON REQUEST.
11. THIS DOCUMENT MUST BE COMPARED TO THE ORIGINAL HARD COPY ISSUED ON THE SURVEY DATE WITH A RAISED SEAL TO INSURE THE ACCURACY OF THE INFORMATION AND TO FURTHER INSURE THAT NO CHANGES, ALTERATIONS OR MODIFICATIONS HAVE BEEN MADE. NO RELIANCE SHOULD BE MADE ON A DOCUMENT TRANSMITTED BY COMPUTER OR OTHER ELECTRONIC MEANS UNLESS FIRST COMPARED TO THE ORIGINAL SIGNED AND SEALED DOCUMENT.
12. THIS SURVEY MAY BE SUBJECT TO ADDITIONAL REQUIREMENTS BY COUNTY, STATE OR OTHER AGENCIES.
13. ENCROACHMENTS ARE AS SHOWN.

### DENOTES:

- ⊙ ~ 1/2" CAPPED IRON ROD, NUMBERED 1271 (PLACED)
- ~ ANGLE IRON, UNNUMBERED (FOUND)
- ⊖ ~ 1" CRIMPED IRON PIPE, UNNUMBERED (FOUND)
- ⊗ ~ 1" IRON PIPE, UNNUMBERED (FOUND)
- (P) ~ PLATTED INFORMATION
- (F) ~ FIELD INFORMATION
- R/W ~ RIGHT OF WAY
- SEC. ~ SECTION
- TWP. ~ TOWNSHIP
- RGE. ~ RANGE
- PG. ~ PAGE

### CERTIFICATIONS:

- ⊕ ~ STORM WATER INLET
- ⊙ ~ SANITARY SEWER MANHOLE
- ⊓ ~ SEWER STUB OUT

L B ELCTRIC SERICES, LLC  
ECCO CREDIT UNION  
WEST FLORIDA TITLE CO.  
CHICAGO TITLE INS. CO.

## BOUNDARY SURVEY

SHEET 2 OF 2

\*MEASUREMENTS MADE TO UNITED STATES STANDARDS\*

P.C.: RM DRAFTED: JAS TYPED: JAS CHECKED: FRT

DESCRIPTION: LOT 7, ENSLEY GARDENS

SEC. 22 , TWP. 1S , RGE. 30W , ESCAMBIA COUNTY, STATE OF FLORIDA.

RECORDED PLAT BOOK 3 , PAGE 45 . \*THE ENCROACHMENTS ARE AS SHOWN\*

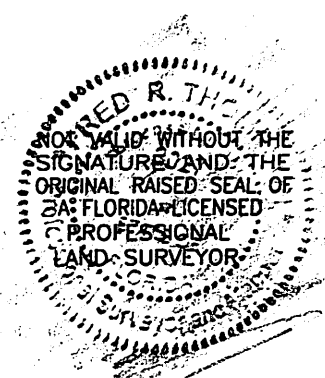
FIELD DATE: 4/10/17 , FIELD BOOK: RM25 , PG. 37

NORTHWEST FLORIDA LAND SURVEYING, INC.  
FLORIDA CORPORATION NUMBER 7277

### REVISIONS:

*Fred R. Thompson* 4/13/17

FRED R. THOMPSON PROFESSIONAL LAND SURVEYOR  
FLORIDA REGISTRATION NUMBER 3027 STATE OF FLORIDA



# RE: rezoning case 517 Detroit

Jason Walters

Fri 5/26/2017 11:13 AM

Inbox

To: Allyson Cain <MACAIN@co.escambia.fl.us>;

Allyson

As mentioned during the pre-application meeAng, I can't deny the applicant access to the site, but did ask that he restrict the vehicular access to Detroit only. He stated he had no desire to provide any other access than the one proposed on Detroit.

Jason

---

From: Allyson Cain  
Sent: Thursday, May 25, 2017 4:04 PM  
To: Jason Walters  
Subject: rezoning case 517 Detroit

Jason,  
Please look at the case and provide any comments for this project as far as access.

Allyson Cain, Urban Planner II  
Development Services  
850-595-3547

<https://www.myescambia.com/customer-survey>



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 6/6/17

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2017-05

OR

Regular Planning Board Meeting
Agenda Item Number/Description:

[X] In Favor [ ] Against

\*Name: Lisa Heaton

\*Address: 301 Swift Creek \*City, State, Zip: Cantonment FL 32533

Email Address: lbelectric@att.net Phone: 232-9835

How did you hear about the rezoning case: [X] Mail [ ] Internet [ ] Sign

Please indicate if you:

[X] would like to be notified of any further action related to the public hearing item.

[ ] do not wish to speak but would like to be notified of any further action related to the public hearing item.

All items with an asterisk \* are required.

Chamber Rules

- 1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.



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Please Print Clearly

Meeting Date: 6/6/17

Rezoning Quasi-judicial Hearing

Regular Planning Board Meeting

Rezoning Case #: Z-2017-05

OR

Agenda Item Number/Description:

In Favor Against

\*Name: Billy Smith

\*Address: 110 Country Ln \*City, State, Zip: Cantonment FL 32533

Email Address: Phone: 850 232 3759

How did you hear about the rezoning case: [X] Mail [ ] Internet [ ] Sign

Please indicate if you:

[X] would like to be notified of any further action related to the public hearing item.

[ ] do not wish to speak but would like to be notified of any further action related to the public hearing item.

All items with an asterisk \* are required.

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**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-12416**

**Growth Management Report 11. 2.**

**BCC Regular Meeting**

**Public Hearing**

**Meeting Date:** 07/06/2017

**Issue:** 5:45 p.m. - Amendment to the Official Zoning Map

**From:** Horace Jones, Director

**Organization:** Development Services

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**RECOMMENDATION:**

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

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning case heard by the Planning Board on June 6, 2017, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

**BACKGROUND:**

Rezoning case Z-2017-05 was heard by the Planning Board on June 6, 2017. Under the Land Development Code (LDC), the Board of County Commissioners reviews the record and the recommended order of the Planning Board and conducts a Public Hearing for adoption of the LDC Zoning Map Amendment.

As a means of achieving the Board's goal of "decreasing response time from notification of citizen needs to ultimate resolution," the Board is acting on both the approval of the Planning Board's recommendation and the LDC Map Amendment for this month's rezoning case.

The previous report item addresses the Board's determination regarding the Planning Board's recommendation. This report item addresses only the Public Hearing and adoption of the Ordinance amending the LDC Official Zoning Map.

**BUDGETARY IMPACT:**

No budgetary impacts are expected as a result of the recommended Board action.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

A copy of the standardized Ordinance has initially been provided to the County Attorney's office for review regarding compliance with rezoning requirements in Florida Statutes and the Land Development Code.



**PERSONNEL:**

No additional personnel are anticipated for the implementation of this recommended Board action.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The Board Chairman will need to sign the Ordinance to amend the Official Zoning Map.

**IMPLEMENTATION/COORDINATION:**

This Ordinance, amending the Land Development Code Official Zoning Map, will be filed with the Department of State following adoption by the Board.

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

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**Attachments**

Draft Ordinance

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**ORDINANCE NUMBER 2017-\_\_\_\_\_**

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING CHAPTER 3, ARTICLE 1, SECTION 3-1.3(b), THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.**

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

**Section 1. Purpose and Intent.**

The Official Zoning Map of Escambia County, Florida, as adopted by reference and codified in Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Florida, as amended: Chapter 3, Article 1, Section 3-1.3(b), and all notations, references and information shown thereon as it relates to the following described real property in Escambia County, Florida, is hereby amended, as follows.

<b>Case No.:</b>	<b>Z-2017-05</b>
Address:	517 W Detroit Boulevard
Property Reference No.:	22-1S-30-2300-000-007
Property Size:	0.19 (+/-) acres
From:	MDR, Medium Density Residential district (seven du/acre regardless of the future land use category)
To:	LDMU, Low Density Mixed-use district (25 du/acre)
FLU Category:	MU-U, Mixed-Use Urban

**Section 2. Severability.**

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

**Section 3. Inclusion in Code.**

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68; and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and

the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

**Section 4. Effective Date.**

This Ordinance shall become effective upon filing with the Department of State.

**DONE AND ENACTED** by the Board of County Commissioners of

Escambia County Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

\_\_\_\_\_  
**D. B. Underhill, Chairman**

**ATTEST: PAM CHILDERS  
CLERK OF THE CIRCUIT COURT**

\_\_\_\_\_  
**Deputy Clerk**

**(SEAL)**

**ENACTED:**

**FILED WITH DEPARTMENT OF STATE:**

**EFFECTIVE DATE:**



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

AI-12417

**Growth Management Report 11.3.**

**BCC Regular Meeting**

**Public Hearing**

**Meeting Date:** 07/06/2017

**Issue:** 5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending LDC Chapter 4 Regarding Dog-Friendly Outdoor Dining

**From:** Horace Jones, Director

**Organization:** Development Services

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**RECOMMENDATION:**

5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending LDC Chapter 4 Regarding Dog-Friendly Outdoor Dining

That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the Land Development Code (LDC), Chapter 4, to establish provisions for authorizing public food service establishments to offer outdoor areas for dog-friendly dining as an accessory use to those establishments.

**BACKGROUND:**

Chapter 509 of Florida Statutes authorizes local governments, as an exemption to certain regulations of the Division of Hotels and Restaurants, Florida Department of Business and Professional Regulation, to allow public food service establishments licensed by the division to offer dog-friendly outdoor dining areas. Per statute, any ordinance codifying the local exemption must be within the land development code of the local government. The statutes additionally require the accessory use to obtain a local permit, the permit application to contain specific information, and the requesting establishment to comply with specific requirements to protect public health, safety and welfare. Participating local governments must have procedures to accept, document, and respond to complaints, and must make timely reports to the division documenting the complaint responses and any approved exemption applications.

**BUDGETARY IMPACT:**

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

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The attached Ordinance has been reviewed and approved for legal sufficiency by Meredith Crawford, Assistant County Attorney. Any recommendations or legal sufficiency comments made in that review are also attached herein.

**PERSONNEL:**

No additional personnel are required for implementation of this Ordinance.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Amendment of the LDC requires public hearing review and recommendation by the Board prior to action by the BCC. Public review of the proposed Ordinance is also consistent with the Board’s goal “to increase citizen involvement in, access to, and approval of, County government activities.”

**IMPLEMENTATION/COORDINATION:**

This Ordinance, amending the LDC, will be filed with the Department of State following adoption by the BCC.

A separate ordinance amending Section 10-11, Animal control, Part I, Code of Ordinances will require adoption by the BCC to except dog-friendly outdoor dining from existing prohibitions on animals in public places.

Implementation of this Ordinance will consist of an amendment to the LDC and distribution of a copy of the adopted Ordinance to interested citizens and staff.

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

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**Attachments**

Draft Ordinance

Clean Ordinance

---



1 would otherwise allow the additional dwelling. Accessory dwelling units shall  
2 comply with the following conditions:

- 3 a. The applicable zoning is a mainland district, but is not Industrial (Ind),  
4 Recreation (Rec), Conservation (Con), or Public (Pub).
- 5 b. The principal dwelling and accessory dwelling unit are the only dwellings on  
6 the lot and the lot provides the minimum area required by the applicable  
7 zoning.
- 8 c. The resulting residential density on the lot may exceed the gross density limit  
9 of the applicable zoning, but complies with all other applicable density limits  
10 (e.g., airfield environs).
- 11 d. The form of accessory dwelling (e.g., manufactured home) is an allowed use  
12 of the applicable zoning.
- 13 e. The accessory dwelling complies with the setbacks applicable to the principal  
14 dwelling unless otherwise allowed by the LDC.

15 **(2) Carports.** All carports, attached or detached, are allowed as accessory  
16 structures regardless of their construction material, but shall comply with the  
17 following conditions:

- 18 a. The structure setbacks of the applicable zoning district are not exceeded,  
19 except that a carport may encroach into the required front yard provided it is  
20 not less than ten feet from the front property line.
- 21 b. The carport is not prohibited by private deed restrictions.
- 22 c. Minor site development approval is obtained for the structure and it complies  
23 with applicable building codes.
- 24 d. A building permit is obtained for the structure unless it is a portable carport  
25 covering less than 400 square feet.
- 26 e. The structure is not attached to a mobile home.

27 **(3) Chickens and single-family dwellings** The ownership, possession, and raising  
28 of live chickens (*Gallus gallus domesticus*) is an allowed accessory use for any  
29 single-family dwelling principal use, except on Perdido Key and Santa Rosa  
30 Island, regardless of any prohibition of farm animals or minimum lot area for farm  
31 animals established by the applicable zoning district. However, such keeping of  
32 chickens shall comply with the following standards:

- 33 a. **Limit by lot area.** No more than eight chickens shall be kept on any lot that  
34 is one quarter acre or less in size.
- 35 b. **Roosters.** No rooster shall be kept less than 100 yards from any inhabited  
36 residence other than the dwelling of the person keeping the rooster.
- 37 c. **Security.** Chickens may roam freely in the fenced rear yard of the principal  
38 dwelling from sunrise to sunset. During all other times the chickens shall be  
39 kept in secure coops, pens or enclosures that prevent access by predators.

1           **d. Enclosure setbacks.** All chicken pens, coops, or enclosures shall be a  
2           minimum of 10 feet from rear and side property lines, and a minimum of 20  
3           feet from any residence located on an adjacent lot.

4           **(4) Columbaria.** Columbaria are allowed as accessory uses to places of worship.

5           **(5) Docks and piers.** As an exception to the establishment of a principal use or  
6           structure for any accessory use or structure, docks and piers may be permitted  
7           as accessory structures on lots exclusively for single-family dwellings regardless  
8           of the establishment of any dwellings on the lots.

9           **(6) Dog-friendly outdoor dining areas.** Chapter 509, Florida Statutes, as  
10          amended, authorizes a local exemption to certain regulations adopted by the  
11          Division of Hotels and Restaurants, Florida Department of Business and  
12          Professional Regulation, for the option of restaurants and other public food  
13          service establishments to offer dog-friendly outdoor dining areas. As further  
14          provided in this part, those establishments as defined by the state and licensed  
15          by the division may allow patrons' dogs within designated outdoor portions of the  
16          establishments as an accessory use to the food service. These provisions do not  
17          limit the areas of use by dogs as service animals for disabled persons or by dogs  
18          in the service of law enforcement agencies.

19          **a. Permit required.** Prior to allowing patron's dogs on their premises, all public  
20          food service establishments, new or existing, shall obtain a permit for the  
21          accessory use from the county through the site plan review process  
22          prescribed in Article 4 of Chapter 2. In addition to information required by  
23          adopted site plan application procedures, the applicant shall provide the  
24          following:

25                **1.** Name, location, and mailing address of the public food service  
26                establishment.

27                **2.** Name, mailing address, and telephone contact information of the permit  
28                applicant.

29                **3.** Accurately labeled, dimensioned, and scaled diagram of the outdoor area  
30                to be designated as available to patrons' dogs. The area shall be shown  
31                in relation to the establishment's property boundary, remaining unavailable  
32                area, and any sidewalks or other public ways within or adjoining the site.  
33                The diagram shall also depict any quantity and placement of tables,  
34                chairs, and restaurant equipment within the designated area for patrons'  
35                dogs, all entries and exits to that area, any existing or proposed fences or  
36                barriers, and locations of site signs proposed for the required posting of  
37                rules.

38                **4.** Days of the week and hours of operation that patrons' dogs will be  
39                permitted in the designated outdoor area.

40                **5.** Division-issued license number of the applying public food service  
41                establishment.



1 6. Scaled representations of the site signs proposed for the required posting  
2 of rules.

3 **b. Design and operation.** To protect the health, safety, and general welfare of  
4 the public, all public food service establishments authorized by this local  
5 exemption shall instruct employees in appropriate health and safety practices  
6 and include the following in their design and operation of outdoor areas  
7 provided for patron's dogs:

8 **1. Hand sanitizer.** Waterless hand sanitizer shall be provided at all tables  
9 within the designated areas.

10 **2. Surface cleaning.** Between the seating of patrons all table and chair  
11 surfaces shall be cleaned and sanitized with a division-approved product  
12 and all spilled food and drink shall be removed from the floor or ground.

13 **3. Waste cleanup.** Accidents involving dog waste shall be cleaned  
14 immediately and the area sanitized with a division-approved product. A kit  
15 with the appropriate materials for this purpose shall be kept near the  
16 designated outdoor area.

17 **4. Limited travel.** Except for dogs as service animals for disabled persons  
18 or dogs in the service of law enforcement agencies, no dogs shall be  
19 permitted to travel through indoor or non-designated outdoor portions of  
20 the establishment. Accordingly, ingress and egress to the designated  
21 outdoor portions of the establishment must not require entrance into or  
22 passage through other areas of the establishment.

23 **5. Area signage.** One or more signs notifying the public that a designated  
24 outdoor area is available for the use of patrons and patrons' dogs shall be  
25 conspicuously posted on the premises of the establishment. Additionally,  
26 one or more signs at each entrance to the designated outdoor area shall  
27 remind employees and patrons of the following statute-based rules of use  
28 of the area:

29 **i.** All employees shall wash their hands promptly after touching, petting,  
30 or otherwise handling dogs. Employees are prohibited from touching,  
31 petting, or otherwise handling dogs while serving food or beverages or  
32 handling tableware or before entering other parts of the public food  
33 service establishment.

34 **ii.** All patrons in the designated outdoor areas should wash their hands  
35 before eating.

36 **iii.** Employees and patrons shall not allow dogs to come into contact with  
37 serving dishes, utensils, tableware, linens, paper products, or any  
38 other items involved in food service operations.

39 **iv.** Patrons shall keep their dogs on leashes at all times and shall keep  
40 their dogs under direct control.

41 **v.** Dogs are not allowed on chairs, tables, or other furnishings.

1 vi. Except for dogs used as service animals for disabled persons or dogs  
2 in the service of law enforcement agencies, dogs are not permitted to  
3 travel through indoor or non-designated outdoor portions of the  
4 establishment.

5 **c. Owner obligations.** Any current or subsequent owner of a public food  
6 service establishment approved through these provisions to allow patrons'  
7 dogs within designated outdoor portions of the establishment is obligated by  
8 the approval to maintain all site conditions and elements as approved for all  
9 times the patrons' dogs are allowed within those designated areas.

10 **d. Enforcement.** The regulations of this part shall be enforced by county code  
11 enforcement officers as authorized pursuant to Chapter 30, Code  
12 Enforcement, Part I, Escambia County Code of Ordinances. Any party or  
13 parties in violation of these regulations shall be subject to notices of violation,  
14 citations, and civil penalties as prescribed in Chapter 30.

15 **e. State and local cooperation.** The county shall monitor permit compliance in  
16 cooperation with the Division of Hotels and Restaurants through the following:

17 **1. Planning Official.** The Planning Official shall, on no less than an annual  
18 basis, provide the division with a copy of all county-approved applications  
19 and issued permits for dog-friendly dining. The appropriate division-  
20 issued license numbers of the respective public food service  
21 establishments shall be on all documents provided.

22 **2. Code enforcement.** County Code Enforcement shall, on no less than an  
23 annual basis, report citizen complaints related to these dog-friendly dining  
24 provisions and the enforcement responses made to such complaints. The  
25 report shall include the division-issued license numbers of the respective  
26 public food service establishments and may be submitted in coordination  
27 with the applications report of the Planning Official.

28 **(67) Family day care or foster homes.** A family day care home or family foster  
29 home is allowed as an accessory use wherever the host dwelling unit is allowed  
30 unless prohibited by the applicable zoning district.

31 **(78) Home occupations and home-based businesses.** Home occupations and  
32 home-based businesses are limited to the residents of a dwelling unit other than  
33 a manufactured (mobile) home, and allowed only as an accessory use to the  
34 residential use. A home occupation, or employment at home, is allowed  
35 wherever the host dwelling unit is allowed, but shall generally be unnoticeable to  
36 adjoining land uses. A home-based business, which is at a greater scale or  
37 intensity than a home occupation, is limited to the rural zoning districts (Agr, RR,  
38 RMU) and only allowed if impacts to adjoining land uses are minimal. Home  
39 occupations and home-based businesses shall comply with each of the following  
40 requirements:

- 1           **a. Licenses.** All required business, professional, or occupational licenses are  
2           obtained prior to commencement of the occupation or business and are  
3           maintained for the duration of the activity.
- 4           **b. Exterior evidence.** For home occupations, there is no evidence visible from  
5           outside of the dwelling or accessory building that any part of a building is  
6           utilized for an occupation. For home-based businesses, any evidence visible  
7           from outside of the dwelling or accessory building that any part of a  
8           building is utilized for a business is minimal. Such exterior evidence includes  
9           any storage, display, or signage associated with the occupation or business.  
10          Signage is limited for both uses according to the signage provisions of  
11          Chapter 5.
- 12          **c. Off-site impacts.** Occupations or business activities shall not create  
13          nuisances or adverse off-site impacts, including but not limited to noise,  
14          vibration, smoke, dust or other particulates, odors, heat, light or glare, or  
15          electromagnetic interference. In a residential neighborhood, no activities are  
16          allowed to alter the character of the neighborhood.
- 17          **d. Structural alterations.** No structural alterations are made that would be  
18          inconsistent with the use of the dwelling exclusively as a residence or that  
19          would not customarily be associated with dwellings or their accessory  
20          buildings.
- 21          **e. Employees.** Employment in a home occupation is limited to residents of the  
22          dwelling unit unless the applicable zoning district allows BOA conditional use  
23          approval of non-resident employees. Employment in a home-based business  
24          may include no more than two non-resident employees.
- 25          **f. Customers.** No customers shall visit the house and there shall not be any  
26          additional traffic or an increase in demand for parking due to trucks or other  
27          service vehicles coming to the house.
- 28          **g. Motor vehicles.** The manufacture or repair of motor vehicles or other  
29          transportation equipment is prohibited.

30          **(89) Small wind energy systems.** For the purposes of this section, a small wind  
31          energy system is an accessory use consisting of a wind turbine, structural  
32          support, and associated control or conversion electronics design to supply some  
33          of the on-site electrical power demands of a home, farm, or small business. A  
34          small wind energy system is allowed only if constructed and operated in  
35          compliance with each of the following requirements:

- 36          **a. System Height.** The height of the system is the minimum necessary to  
37          reliably provide the required power.
- 38          **b. Prohibited use.** To protect the unique scenic view, the system is not installed  
39          within the Scenic Highway Overlay District.
- 40          **c. Airport and military review.** If the installation of the system or additional  
41          turbines is within the Pensacola International Airport Planning District

(PNSPD) or any military Airfield Influence Planning District (AIPD), the applicant has notified and obtained a response from the respective airport/airfield authority. If the authority has objections to the installation, the Planning Official shall consider them in any final determination and may impose approval conditions on the installation to address the objections.

**d. Setback.** The center of the system tower base is no closer to any part of a dwelling outside of the system installation parcel than the total height of the system. Additionally, no part of the system structure, including any guy wires or anchors, is closer than five feet to the property boundary of the installation parcel.

**e. Appearance.**

**1. Design and Location.** Towers are designed and located to minimize visual impacts. Colors and surface treatment of system components minimize visual distraction.

**2. Signs.** Signs on system components are limited to the manufacturer's or installer's identification and appropriate warnings.

**3. Lighting.** System structures are not lighted except to the extent required by the Federal Aviation Administration or other applicable authority.

**(910) Swimming pool enclosures.** Screened enclosures for swimming pools may be erected no closer than five feet from the rear or side property line. No pool enclosure shall be allowed on any easement unless authorized by the grantee of the easement through an encroachment agreement.

## **Section 2. Severability.**

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

## **Section 3. Inclusion in Code.**

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68 (2016); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "chapter," or such other appropriate word or phrase in order to accomplish such intentions.

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**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  
ESCAMBA COUNTY, FLORIDA**

**By:** \_\_\_\_\_  
**D. B. Underhill, Chairman**

**ATTEST: PAM CHILDERS  
Clerk of the Circuit Court**

**By:** \_\_\_\_\_  
**Deputy Clerk**

**(SEAL)**

**ENACTED:  
FILED WITH THE DEPARTMENT OF STATE:  
EFFECTIVE DATE:**

ORDINANCE NUMBER 2017-\_\_\_\_\_

**AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING CHAPTER 4, LOCATION AND USE REGULATIONS, ARTICLE 7, SUPPLEMENTAL USE REGULATIONS, SECTION 4-7.3, ACCESSORY USES AND STRUCTURES, TO ALLOW DOG-FRIENDLY OUTDOOR DINING AREAS AT PUBLIC FOOD SERVICE ESTABLISHMENTS AS A LOCAL EXEMPTION TO STATE REGULATIONS AUTHORIZED BY FLORIDA STATUTES; AND TO ESTABLISH REQUIRED REGULATIONS FOR REVIEW, PERMITTING, OPERATION, ENFORCEMENT, AND REPORTING OF THE ACCESSORY USE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Legislature of the State of Florida has, in Chapter 509, Florida Statutes, authorized a local government exemption to certain regulations adopted by the Division of Hotels and Restaurants, Florida Department of Business and Professional Regulation, for the option of providing dog-friendly outdoor dining areas at restaurants and other public food service establishments licensed by the department; and

**WHEREAS**, the Board finds that dog-friendly dining areas voluntarily offered by public food service establishments in compliance with regulations that protect public health, safety, and general welfare may enhance the opportunities of such establishments to promote their business and serve their patrons;

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

**Section 1.** Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 4, Location and Use Regulations, Article 7, Supplemental Use Regulations, Section 4-7.3, Accessory Uses and Structures, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

**Sec. 4-7.3 Accessory uses and structures.**

**(b) Specific uses and structures.**

**(1) Accessory dwelling units.** Accessory dwelling units are allowed on the lots of single-family dwellings, but a second dwelling unit on a lot is not subject to the limitations of accessory structures if the lot area and applicable zoning district would otherwise allow the additional dwelling. Accessory dwelling units shall comply with the following conditions:

- a. The applicable zoning is a mainland district, but is not Industrial (Ind), Recreation (Rec), Conservation (Con), or Public (Pub).
- b. The principal dwelling and accessory dwelling unit are the only dwellings on the lot and the lot provides the minimum area required by the applicable zoning.
- c. The resulting residential density on the lot may exceed the gross density limit of the applicable zoning, but complies with all other applicable density limits (e.g., airfield environs).
- d. The form of accessory dwelling (e.g., manufactured home) is an allowed use of the applicable zoning.
- e. The accessory dwelling complies with the setbacks applicable to the principal dwelling unless otherwise allowed by the LDC.

**(2) Carports.** All carports, attached or detached, are allowed as accessory structures regardless of their construction material, but shall comply with the following conditions:

- a. The structure setbacks of the applicable zoning district are not exceeded, except that a carport may encroach into the required front yard provided it is not less than ten feet from the front property line.
- b. The carport is not prohibited by private deed restrictions.
- c. Minor site development approval is obtained for the structure and it complies with applicable building codes.
- d. A building permit is obtained for the structure unless it is a portable carport covering less than 400 square feet.
- e. The structure is not attached to a mobile home.

**(3) Chickens and single-family dwellings** The ownership, possession, and raising of live chickens (*Gallus gallus domesticus*) is an allowed accessory use for any single-family dwelling principal use, except on Perdido Key and Santa Rosa Island, regardless of any prohibition of farm animals or minimum lot area for farm animals established by the applicable zoning district. However, such keeping of chickens shall comply with the following standards:

- a. **Limit by lot area.** No more than eight chickens shall be kept on any lot that is one quarter acre or less in size.
- b. **Roosters.** No rooster shall be kept less than 100 yards from any inhabited residence other than the dwelling of the person keeping the rooster.
- c. **Security.** Chickens may roam freely in the fenced rear yard of the principal dwelling from sunrise to sunset. During all other times the chickens shall be kept in secure coops, pens or enclosures that prevent access by predators.
- d. **Enclosure setbacks.** All chicken pens, coops, or enclosures shall be a minimum of 10 feet from rear and side property lines, and a minimum of 20 feet from any residence located on an adjacent lot.

**(4) Columbaria.** Columbaria are allowed as accessory uses to places of worship.

**(5) Docks and piers.** As an exception to the establishment of a principal use or structure for any accessory use or structure, docks and piers may be permitted

as accessory structures on lots exclusively for single-family dwellings regardless of the establishment of any dwellings on the lots.

**(6) Dog-friendly outdoor dining areas.** Chapter 509, Florida Statutes, as amended, authorizes a local exemption to certain regulations adopted by the Division of Hotels and Restaurants, Florida Department of Business and Professional Regulation, for the option of restaurants and other public food service establishments to offer dog-friendly outdoor dining areas. As further provided in this part, those establishments as defined by the state and licensed by the division may allow patrons' dogs within designated outdoor portions of the establishments as an accessory use to the food service. These provisions do not limit the areas of use by dogs as service animals for disabled persons or by dogs in the service of law enforcement agencies.

**a. Permit required.** Prior to allowing patron's dogs on their premises, all public food service establishments, new or existing, shall obtain a permit for the accessory use from the county through the site plan review process prescribed in Article 4 of Chapter 2. In addition to information required by adopted site plan application procedures, the applicant shall provide the following:

- 1. Name, location, and mailing address of the public food service establishment.**
- 2. Name, mailing address, and telephone contact information of the permit applicant.**
- 3. Accurately labeled, dimensioned, and scaled diagram of the outdoor area to be designated as available to patrons' dogs. The area shall be shown in relation to the establishment's property boundary, remaining unavailable area, and any sidewalks or other public ways within or adjoining the site. The diagram shall also depict any quantity and placement of tables, chairs, and restaurant equipment within the designated area for patrons' dogs, all entries and exits to that area, any existing or proposed fences or barriers, and locations of site signs proposed for the required posting of rules.**
- 4. Days of the week and hours of operation that patrons' dogs will be permitted in the designated outdoor area.**
- 5. Division-issued license number of the applying public food service establishment.**
- 6. Scaled representations of the site signs proposed for the required posting of rules.**

**b. Design and operation.** To protect the health, safety, and general welfare of the public, all public food service establishments authorized by this local exemption shall instruct employees in appropriate health and safety practices and include the following in their design and operation of outdoor areas provided for patron's dogs:



- 1. Hand sanitizer.** Waterless hand sanitizer shall be provided at all tables within the designated areas.
- 2. Surface cleaning.** Between the seating of patrons all table and chair surfaces shall be cleaned and sanitized with a division-approved product and all spilled food and drink shall be removed from the floor or ground.
- 3. Waste cleanup.** Accidents involving dog waste shall be cleaned immediately and the area sanitized with a division-approved product. A kit with the appropriate materials for this purpose shall be kept near the designated outdoor area.
- 4. Limited travel.** Except for dogs as service animals for disabled persons or dogs in the service of law enforcement agencies, no dogs shall be permitted to travel through indoor or non-designated outdoor portions of the establishment. Accordingly, ingress and egress to the designated outdoor portions of the establishment must not require entrance into or passage through other areas of the establishment.
- 5. Area signage.** One or more signs notifying the public that a designated outdoor area is available for the use of patrons and patrons' dogs shall be conspicuously posted on the premises of the establishment. Additionally, one or more signs at each entrance to the designated outdoor area shall remind employees and patrons of the following statute-based rules of use of the area:
  - i.** All employees shall wash their hands promptly after touching, petting, or otherwise handling dogs. Employees are prohibited from touching, petting, or otherwise handling dogs while serving food or beverages or handling tableware or before entering other parts of the public food service establishment.
  - ii.** All patrons in the designated outdoor areas should wash their hands before eating.
  - iii.** Employees and patrons shall not allow dogs to come into contact with serving dishes, utensils, tableware, linens, paper products, or any other items involved in food service operations.
  - iv.** Patrons shall keep their dogs on leashes at all times and shall keep their dogs under direct control.
  - v.** Dogs are not allowed on chairs, tables, or other furnishings.
  - vi.** Except for dogs used as service animals for disabled persons or dogs in the service of law enforcement agencies, dogs are not permitted to travel through indoor or non-designated outdoor portions of the establishment.
- c. Owner obligations.** Any current or subsequent owner of a public food service establishment approved through these provisions to allow patrons' dogs within designated outdoor portions of the establishment is obligated by

the approval to maintain all site conditions and elements as approved for all times the patrons' dogs are allowed within those designated areas.

**d. Enforcement.** The regulations of this part shall be enforced by county code enforcement officers as authorized pursuant to Chapter 30, Code Enforcement, Part I, Escambia County Code of Ordinances. Any party or parties in violation of these regulations shall be subject to notices of violation, citations, and civil penalties as prescribed in Chapter 30.

**e. State and local cooperation.** The county shall monitor permit compliance in cooperation with the Division of Hotels and Restaurants through the following:

**1. Planning Official.** The Planning Official shall, on no less than an annual basis, provide the division with a copy of all county-approved applications and issued permits for dog-friendly dining. The appropriate division-issued license numbers of the respective public food service establishments shall be on all documents provided.

**2. Code enforcement.** County Code Enforcement shall, on no less than an annual basis, report citizen complaints related to these dog-friendly dining provisions and the enforcement responses made to such complaints. The report shall include the division-issued license numbers of the respective public food service establishments and may be submitted in coordination with the applications report of the Planning Official.

**(67) Family day care or foster homes.** A family day care home or family foster home is allowed as an accessory use wherever the host dwelling unit is allowed unless prohibited by the applicable zoning district.

**(78) Home occupations and home-based businesses.** Home occupations and home-based businesses are limited to the residents of a dwelling unit other than a manufactured (mobile) home, and allowed only as an accessory use to the residential use. A home occupation, or employment at home, is allowed wherever the host dwelling unit is allowed, but shall generally be unnoticeable to adjoining land uses. A home-based business, which is at a greater scale or intensity than a home occupation, is limited to the rural zoning districts (Agr, RR, RMU) and only allowed if impacts to adjoining land uses are minimal. Home occupations and home-based businesses shall comply with each of the following requirements:

**a. Licenses.** All required business, professional, or occupational licenses are obtained prior to commencement of the occupation or business and are maintained for the duration of the activity.

**b. Exterior evidence.** For home occupations, there is no evidence visible from outside of the dwelling or accessory building that any part of a building is utilized for an occupation. For home-based businesses, any evidence visible from outside of the dwelling or accessory building that any part of a building is utilized for a business is minimal. Such exterior evidence includes any storage, display, or signage associated with the occupation or business.

Signage is limited for both uses according to the signage provisions of Chapter 5.

- c. Off-site impacts.** Occupations or business activities shall not create nuisances or adverse off-site impacts, including but not limited to noise, vibration, smoke, dust or other particulates, odors, heat, light or glare, or electromagnetic interference. In a residential neighborhood, no activities are allowed to alter the character of the neighborhood.
- d. Structural alterations.** No structural alterations are made that would be inconsistent with the use of the dwelling exclusively as a residence or that would not customarily be associated with dwellings or their accessory buildings.
- e. Employees.** Employment in a home occupation is limited to residents of the dwelling unit unless the applicable zoning district allows BOA conditional use approval of non-resident employees. Employment in a home-based business may include no more than two non-resident employees.
- f. Customers.** No customers shall visit the house and there shall not be any additional traffic or an increase in demand for parking due to trucks or other service vehicles coming to the house.
- g. Motor vehicles.** The manufacture or repair of motor vehicles or other transportation equipment is prohibited.

**(89) Small wind energy systems.** For the purposes of this section, a small wind energy system is an accessory use consisting of a wind turbine, structural support, and associated control or conversion electronics design to supply some of the on-site electrical power demands of a home, farm, or small business. A small wind energy system is allowed only if constructed and operated in compliance with each of the following requirements:

- a. System Height.** The height of the system is the minimum necessary to reliably provide the required power.
- b. Prohibited use.** To protect the unique scenic view, the system is not installed within the Scenic Highway Overlay District.
- c. Airport and military review.** If the installation of the system or additional turbines is within the Pensacola International Airport Planning District (PNSPD) or any military Airfield Influence Planning District (AIPD), the applicant has notified and obtained a response from the respective airport/airfield authority. If the authority has objections to the installation, the Planning Official shall consider them in any final determination and may impose approval conditions on the installation to address the objections.
- d. Setback.** The center of the system tower base is no closer to any part of a dwelling outside of the system installation parcel than the total height of the system. Additionally, no part of the system structure, including any guy wires or anchors, is closer than five feet to the property boundary of the installation parcel.
- e. Appearance.**
  - 1. Design and Location.** Towers are designed and located to minimize visual impacts. Colors and surface treatment of system components minimize visual distraction.

2. **Signs.** Signs on system components are limited to the manufacturer's or installer's identification and appropriate warnings.
3. **Lighting.** System structures are not lighted except to the extent required by the Federal Aviation Administration or other applicable authority.

**(910) Swimming pool enclosures.** Screened enclosures for swimming pools may be erected no closer than five feet from the rear or side property line. No pool enclosure shall be allowed on any easement unless authorized by the grantee of the easement through an encroachment agreement.

**Section 2. Severability.**

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

**Section 3. Inclusion in Code.**

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68 (2016); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "chapter," or such other appropriate word or phrase in order to accomplish such intentions.

**INTENTIONALLY LEFT BLANK**

**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  
ESCAMBIA COUNTY, FLORIDA**

**By:** \_\_\_\_\_  
**D. B. Underhill, Chairman**

**ATTEST: PAM CHILDERS  
Clerk of the Circuit Court**

**By:** \_\_\_\_\_  
**Deputy Clerk**

**(SEAL)**

**ENACTED:  
FILED WITH THE DEPARTMENT OF STATE:  
EFFECTIVE DATE:**



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-12418**

**Growth Management Report 11. 4.**

**BCC Regular Meeting**

**Public Hearing**

**Meeting Date:** 07/06/2017

**Issue:** 5:47 p.m - A Public Hearing Concerning the Review of an Ordinance Amending Ch. 4, Art. 5, Sect. 4-5.4, Threatened and Endangered Species Habitat

**From:** Horace Jones, Director

**Organization:** Development Services

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**RECOMMENDATION:**

5:47 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 4, Article 5, Section 4-5.4, Threatened and Endangered Species Habitat

That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the Land Development Code (LDC) Chapter 4, Article 5, Section 4-5.4 Threatened and Endangered Species Habitat, to modify assessment for Perdido Key beach mouse.

**BACKGROUND:**

In 2004, US Fish and Wildlife Service (Service) determined the habitat for the Perdido Key beach mouse was more extensive than previously believed. This resulted in a requirement for proposed development on Perdido Key to obtain an Incidental Take Permit (ITP) prior to moving forward with development activities. Due to excessive permit timelines, Escambia County applied for a Key-wide ITP from the Service in 2008 and later received in 2014. As a component of the ITP, Escambia County collects mitigation fees associated with proposed development. The existing language in the Land Development Code pre-dates the issuance of the ITP and the proposed language will bring consistency between the ITP and Land Development Code.

**BUDGETARY IMPACT:**

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

**LEGAL CONSIDERATIONS/SIGN-OFF:**

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

**PERSONNEL:**

No additional personnel are required for implementation of this Ordinance.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

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

**IMPLEMENTATION/COORDINATION:**

This Ordinance, amending the LDC, will be filed with the Department of State following adoption by the board.

Implementation of this Ordinance will consist of an amendment to the LDC and distribution of a copy of the adopted Ordinance to interested citizens and staff.

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

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**Attachments**

Draft Ordinance

Clean Ordinance

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1 **ORDINANCE NUMBER 2017-\_\_\_\_\_**

2  
3 **AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING**  
4 **PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE**  
5 **LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS**  
6 **AMENDED; AMENDING CHAPTER 4, LOCATION AND USE**  
7 **REGULATIONS, ARTICLE 5, NATURAL RESOURCES, SECTION 4-5.4,**  
8 **THREATENED AND ENDANGERED SPECIES HABITAT, TO MODIFY**  
9 **ASSESSMENT FOR PERDIDO KEY BEACH MOUSE: PROVIDING FOR**  
10 **SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND**  
11 **PROVIDING FOR AN EFFECTIVE DATE.**

12  
13 **WHEREAS**, the Legislature of the State of Florida has, in Chapter 125, Florida  
14 Statutes, conferred upon local governments the authority to adopt regulations designed  
15 to promote the public health, safety, and general welfare of its citizenry; and

16 **WHEREAS**, the Perdido Key Beach mouse was listed as an endangered species  
17 in 1985; and

18 **WHEREAS**, in 2004, the US Fish and Wildlife Service (Service) determined the  
19 habitat for the Perdido Key Beach mouse was more extensive than previously believed  
20 resulting in a requirement for all proposed development on Perdido Key shall obtain an  
21 Incidental Take Permit (ITP);

22 **WHEREAS**, Escambia County has been granted a Key-wide ITP from the Service  
23 in 2014; and

24 **WHEREAS**, pursuant the ITP, Escambia County collects mitigation fees  
25 associated with proposed development; and

26 **WHEREAS**, the existing language in the Code needs to be amended for  
27 consistency between the ITP and the Code; and

28 **WHEREAS**, it is necessary for the general health, safety, and welfare of the  
29 County's citizens that the natural resources of Escambia County be protected, conserved,  
30 and enhanced consistent with the goals, objectives, and polices of the Comprehensive  
31 Plan; and

32 **WHEREAS**, the Board of County Commissioners finds that this Amendment to the  
33 Land Development Code is necessary for the further protection of the Perdido Key Beach  
34 Mouse Habitat and for the health, safety, and welfare of the public.

35 **NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY**  
36 **COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:**

37 **Section 1.** Part III of the Escambia County Code of Ordinances, the Land Development  
38 Code of Escambia County, Chapter 4, Location and Use Regulations, Article 5, Natural  
39 Resources, Section 4-5.4, is hereby amended as follows (words underlined are additions  
40 and words ~~stricken~~ are deletions):



1 **Sec. 4-5.4 - Threatened and endangered species habitat.**

2  
3 (a) *Protection required.* To maintain and enhance the valuable diversity and distribution  
4 of plant and animal species within the county, preserve the ecological values and  
5 functions of their habitats, provide for habitat corridors and minimize habitat  
6 fragmentation, threatened and endangered species habitat shall be protected from  
7 adverse impacts. For the purposes of this article, threatened or endangered species  
8 are those listed as "threatened", "endangered", or "species of special concern" by the  
9 U.S. Fish and Wildlife Service (FWS) or Florida Fish and Wildlife Conservation  
10 Commission (FWC); and threatened or endangered species habitat is any area that  
11 contains or shows factual evidence of such listed species.

12 (b) *Mitigation.* No development approval may be granted without an approved mitigation  
13 plan if the permitted activities would threaten the life or habitat of any threatened or  
14 endangered species.

15 (c) *Perdido Key beach mouse.*

16 (1) *Identified habitat.* Approximately ~~240~~ 278 acres of private property containing  
17 primary, secondary and scrub dunes on Perdido Key have been identified as  
18 habitat for the Perdido Key Beach Mouse (PKBM), a federally listed endangered  
19 species.

20 (2) *Special assessment.* For properties involved in mitigation for Perdido Key beach  
21 mouse habitat impacts and those electing to provide in-lieu fee mitigation, a  
22 mechanism is established for imposition and collection of a recurring annual  
23 assessment. The assessment is fairly and reasonably apportioned among the  
24 properties in the PKBM habitat area and is based upon the extent of the impact  
25 on the habitat. Those properties responsible for the annual assessments derive  
26 a benefit from the improvements and services provided from the conservation  
27 and natural resource protection.

28 a. *Per unit.* New developments or redevelopments on Perdido Key within the  
29 designated PKBM habitat that have elected mitigation for habitat impacts  
30 shall be assessed an annual, recurring special assessment of \$201.00 per  
31 dwelling unit on the subject site. Lodging and commercial assessments shall  
32 be based on ~~an equivalent rate not to exceed the maximum residential~~  
33 ~~density allowed for the subject parcel. the number of parking spaces~~  
34 ~~allocated to the non-residential use or in the alternative, the number~~  
35 ~~authorized by the Authorization of Coverage under the US Fish and Wildlife~~  
36 ~~Incidental Take Permit (ITP) to Escambia County #TE46592A.~~

37 b. *Procedure.* Upon issuance of an Authorization of Coverage under ITP  
38 #TE46592A, ~~a certificate of occupancy~~ for any development subject to this  
39 assessment, the subject parcel identification number(s) shall be reported to  
40 the Escambia County Office of Management and Budget to process for  
41 collections.

42 1. *Method of collection.* Collection shall be by the uniform method of  
43 collection provided for by Florida Statutes (§ 197.3632).

- 1           2. *Duration.* Recurring annual collections shall continue until such time as  
2           these assessment provisions are repealed by the BCC.  
3           3. *Appeal.* Any property owner who asserts his assessment is in error may  
4           appeal in writing to the Escambia County Office of Management and  
5           Budget.

6 **Section 2. Severability.**

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

10 **Section 3. Inclusion in Code.**

11 It is the intention of the Board of County Commissioners that the provisions of this  
12 Ordinance shall be codified as required by F.S. § 125.68 (2016); and that the sections,  
13 subsections and other provisions of this Ordinance may be renumbered or re-lettered and  
14 the word "ordinance" may be changed to "section," "chapter," or such other appropriate  
15 word or phrase in order to accomplish such intentions.

16 **Section 4. Effective Date.**

17 This Ordinance shall become effective upon filing with the Department of State.

18  
19 **DONE AND ENACTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

20  
21 **BOARD OF COUNTY COMMISSIONERS**  
22 **ESCAMBIA COUNTY, FLORIDA**

23  
24 **By:** \_\_\_\_\_  
25 **D. B. Underhill, Chairman**

26 **ATTEST: PAM CHILDERS**  
27 **Clerk of the Circuit Court**

28  
29 **By:** \_\_\_\_\_  
30 **Deputy Clerk**

31 **(SEAL)**

32 **ENACTED:**

33 **FILED WITH THE DEPARTMENT OF STATE:**

34 **EFFECTIVE DATE:**

ORDINANCE NUMBER 2017-\_\_\_\_\_

**AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING CHAPTER 4, LOCATION AND USE REGULATIONS, ARTICLE 5, NATURAL RESOURCES, SECTION 4-5.4, THREATENED AND ENDANGERED SPECIES HABITAT, TO MODIFY ASSESSMENT FOR PERDIDO KEY BEACH MOUSE: PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, the Perdido Key Beach mouse was listed as an endangered species in 1985; and

**WHEREAS**, in 2004, the US Fish and Wildlife Service (Service) determined the habitat for the Perdido Key Beach mouse was more extensive than previously believed resulting in a requirement for all proposed development on Perdido Key shall obtain an Incidental Take Permit (ITP);

**WHEREAS**, Escambia County has been granted a Key-wide ITP from the Service in 2014; and

**WHEREAS**, pursuant the ITP, Escambia County collects mitigation fees associated with proposed development; and

**WHEREAS**, the existing language in the Code needs to be amended for consistency between the ITP and the Code; and

**WHEREAS**, it is necessary for the general health, safety, and welfare of the County's citizens that the natural resources of Escambia County be protected, conserved, and enhanced consistent with the goals, objectives, and polices of the Comprehensive Plan; and

**WHEREAS**, the Board of County Commissioners finds that this Amendment to the Land Development Code is necessary for the further protection of the Perdido Key Beach Mouse Habitat and for the health, safety, and welfare of the public.

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

**Section 1.** Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 4, Location and Use Regulations, Article 5, Natural Resources, Section 4-5.4, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

#### **Sec. 4-5.4 - Threatened and endangered species habitat.**

- (a) *Protection required.* To maintain and enhance the valuable diversity and distribution of plant and animal species within the county, preserve the ecological values and functions of their habitats, provide for habitat corridors and minimize habitat fragmentation, threatened and endangered species habitat shall be protected from adverse impacts. For the purposes of this article, threatened or endangered species are those listed as "threatened", "endangered", or "species of special concern" by the U.S. Fish and Wildlife Service (FWS) or Florida Fish and Wildlife Conservation Commission (FWC); and threatened or endangered species habitat is any area that contains or shows factual evidence of such listed species.
- (b) *Mitigation.* No development approval may be granted without an approved mitigation plan if the permitted activities would threaten the life or habitat of any threatened or endangered species.
- (c) *Perdido Key beach mouse.*
- (1) *Identified habitat.* Approximately ~~240~~ 278 acres of private property containing primary, secondary and scrub dunes on Perdido Key have been identified as habitat for the Perdido Key Beach Mouse (PKBM), a federally listed endangered species.
- (2) *Special assessment.* For properties involved in mitigation for Perdido Key beach mouse habitat impacts and those electing to provide in-lieu fee mitigation, a mechanism is established for imposition and collection of a recurring annual assessment. The assessment is fairly and reasonably apportioned among the properties in the PKBM habitat area and is based upon the extent of the impact on the habitat. Those properties responsible for the annual assessments derive a benefit from the improvements and services provided from the conservation and natural resource protection.
- a. *Per unit.* New developments or redevelopments on Perdido Key within the designated PKBM habitat that have elected mitigation for habitat impacts shall be assessed an annual, recurring special assessment of \$201.00 per dwelling unit on the subject site. Lodging and commercial assessments shall be based on ~~an equivalent rate not to exceed the maximum residential density allowed for the subject parcel.~~ the number of parking spaces allocated to the non-residential use or in the alternative, the number authorized by the Authorization of Coverage under the US Fish and Wildlife Incidental Take Permit (ITP) to Escambia County #TE46592A.
- b. *Procedure.* Upon issuance of an Authorization of Coverage under ITP #TE46592A, ~~a certificate of occupancy~~ for any development subject to this assessment, the subject parcel identification number(s) shall be reported to the Escambia County Office of Management and Budget to process for collections.
1. *Method of collection.* Collection shall be by the uniform method of collection provided for by Florida Statutes (§ 197.3632).

2. *Duration.* Recurring annual collections shall continue until such time as these assessment provisions are repealed by the BCC.
3. *Appeal.* Any property owner who asserts his assessment is in error may appeal in writing to the Escambia County Office of Management and Budget.

**Section 2. Severability.**

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

**Section 3. Inclusion in Code.**

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68 (2016); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "chapter," or such other appropriate word or phrase in order to accomplish such intentions.

**Section 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  
ESCAMBIA COUNTY, FLORIDA**

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

**D. B. Underhill, Chairman**

**ATTEST: PAM CHILDERS  
Clerk of the Circuit Court**

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

**Deputy Clerk**

**(SEAL)**

**ENACTED:**

**FILED WITH THE DEPARTMENT OF STATE:**

**EFFECTIVE DATE:**



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-12419** **Growth Management Report** **11. 1.**  
**BCC Regular Meeting** **Action**

**Meeting Date:** 07/06/2017

**Issue:** Recommendation Concerning the Review of the Comprehensive Plan Annual Report 2015/2016

**From:** Horace Jones, Director

**Organization:** Development Services

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**RECOMMENDATION:**

Recommendation Concerning the Review of the Comprehensive Plan Annual Report 2015/2016

That the Board of County Commissioners (BCC) review and approve the 2015/2016 Comprehensive Plan Implementation Annual Report, as recommended by the Planning Board on June 6, 2017.

**BACKGROUND:**

As required by the Comprehensive Plan Capital Improvement Element, the Comprehensive Plan Implementation Committee (CPIC) provides an annual report of the status of growth management activities and the Capital Improvement Program (CIP) to the Planning Board. The Planning Board reviews the report and makes recommendations to the BCC for use during its deliberations on the annual budget and CIP.

**BUDGETARY IMPACT:**

No budgetary impact is anticipated by the approval of this report.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

No additional personnel are required for implementation of this report.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This Annual Report is prepared in accordance with the requirements contained in various sections of the Escambia County Comprehensive Plan.

**IMPLEMENTATION/COORDINATION:**

The Development Services Department will distribute copies to all County Departments and make them available to interested citizens, after BCC approval.

Development Services Department staff has coordinated development of the Annual report with all CPIC members.

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### **Attachments**

Comp Plan Annual Report 2015-2016

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# Escambia County Comprehensive Plan Implementation Annual Report 2015/2016



A Report of the  
Comprehensive Plan Implementation Committee and the Planning Board to the  
Escambia County Board of County Commissioners  
July 6, 2017





## **EXECUTIVE SUMMARY**

This Annual Report has been prepared in accordance with the requirements contained in various sections of the Escambia County Comprehensive Plan, which requires reporting of certain data and information related to growth on an annual basis.

The purpose and intent of the Annual Report is to provide a yearly planning tool for monitoring and evaluating future implementation of the Escambia County Comprehensive Plan. The Comprehensive Plan contains policies and objectives adopted by the Board of County Commissioners to provide for "orderly growth management" and to "maintain and improve the quality of life for all citizens of the county".

The Board of County Commissioners (BCC) adopted the 2030 Comprehensive Plan on February 2015 and the Florida Legislature adopted changes to Chapter 163 Florida Administrative Code in July, 2011.

As a result of the adopted 2030 Comprehensive Plan the following elements were to be included within the Comprehensive Plan Annual Report for 2015/2016:

General Requirements- Mobility Element, Housing Element, Coastal Management Element and Intergovernmental Coordination.

This report was prepared by the Development Services Department.



## **COMPREHENSIVE PLAN IMPLEMENTATION COMMITTEE MEMBERS**

JACK R. BROWN, *County Administrator*

AMY L. LOVOY, *Assistant County Administrator*

HORACE L. JONES, *Development Services Director*

JOY D. BLACKMON, P.E., *Public Works Director*

J. TAYLOR "CHIPS" KIRSCHENFELD, *Natural Resources Management Director*

STEPHAN D. HALL, *Budget Manager, Budget Office*

MIKE D. WEAVER, *Public Safety Director*

PATRICK T. GRACE, *Fire Chief*

TAMYRA JARVIS, *Corrections Director*

PAOLO GHIO, *Executive Director/Director of Environmental and Developmental Services, Santa Rosa Island Authority*

Annual Report Prepared By:

*Development Services Department*

ALLYSON CAIN, *Urban Planner II*

CALEB MACCARTEE, *Urban Planner II*

JOHN FISHER, *Senior Planner*

JUAN LEMOS, *Senior Planner*



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## 1.0 MOBILITY ELEMENT

**MOB 4.2.3 Interlocal Agreement.** *An interlocal agreement to determine the details of the coordination between the Navy and Escambia County shall include, but not be limited to, the individual responsibilities of the County and the Navy; the method by which the Navy will appoint a Planning Board representative; the length of the term of appointment; the details of the coordination required to produce, receive and transmit any Navy comments to the State; establish who will be responsible for forwarding the comments; the method by which the Navy will apprise the County of any available grants and the details to be reported on the Annual Report on Comprehensive Plan Implementation. The Military Interlocal Agreement became effective September 2003.*

The Interlocal agreement was reviewed for compliance and approved by the County Administrator and current Board of County Commissioners in December 2015. All joint projects that will be addressed by the County and the Navy will meet the requirements of the Interlocal agreement. The Navy's representative continues to participate in the decision making process of the Planning Board.

**MOB 4.2.7 Infrastructure Impact Report.** *A formal information exchange between the County, FDOT, Emerald Coast Utilities Authority (ECUA), and other utility service providers in the area will be established to explore the growth-inducing impacts of utility expansion and infrastructure improvements within the AIPD overlay areas in relation to the JLUS recommendations. Annual reporting of the status of the planned utility expansion and infrastructure improvements will be included in the Comprehensive Plan Implementation Annual Report.*

The calculations used during this reporting period with the AIPD Overlay Areas will be used as the baseline figures to track utility and infrastructure improvements in future reports.

**MOB 4.2.8 Annual Assessment.** *Pursuant to Florida Statutes and beginning in Fiscal Year 2004/2005, the County will conduct an annual assessment of the effectiveness of the criteria adopted pursuant to Florida Statutes, in achieving compatibility with military installations in areas designated as AIPDs. This assessment will be based on a compilation of data for the calendar year and will compare the current year's development with the previous years' development relevant to the following in each AIPD:*

- a. *Single-family residential building permits in each AIPD area based on the number of permits issued and broken down by APZ and AIPD area.*
- b. *Number of residential units (high density) approved and permitted.*



*c. Extension of sewer and water lines in the AIPD Overlay areas as reported by ECUA (or relevant potable water distributors).*

*d. Number of units approved in preliminary and final subdivision plats.*

*e. Number of site plans for commercial projects approved.*

*f. Number of communication towers approved.*

*g. Number of variances and/or conditional use requests and approvals.*

*h. Number of rezoning requests/approvals.*

*i. Number of future land use amendments.*

*The intent is to measure the increase or decrease in residential development activity within the AIPDs to determine the effectiveness of the measures adopted to control residential density and encourage commercial development, as recommended by the JLUS. The County will review the collected data to ensure compliance with the intent of the JLUS recommendations. In addition, an analysis of the collected data over a period of time will assist in determining what future changes may be required to enhance or improve the County's efforts to control encroachment on the military installations. The reports will be included in the Annual Comprehensive Plan Implementation Report and will be further analyzed for inclusion in the Evaluation and Appraisal of the Comprehensive Plan required every seven years.*



FY 2015/2016

Planning District	Zone	Sewer & Water Lines Extension	Total Dwelling Units Approved In Prelim Plats	Total Dwelling Units Approved In Final Plats	Commercial Site Plans Approved	Residential Bldg Plans Approved	Residential Site Plans Approved	Commercial Towers Approved	Variances	Conditional Use	Rezoning Approval	Future Land Use Amendment
<b>NAS PENSACOLA</b>												
AIPD-1	AREA A	*	0	0	0	0	0	0	0	0	0	0
	AREA B	*	0	0	0	0	0	0	0	0	0	0
	APZ-1		0	0	0	0	0	1	0	0	0	0
	APZ-1 NASP	*	0	0	0	0	0	0	0	0	0	0
	APZ-2	*	0	61	0	0	0	0	0	0	0	0
	APZ-2 NASP	*	0	0	0	0	0	0	0	0	0	0
	CZ	*	0	0	0	0	0	0	0	0	0	0
		*	0	0	0	0	0	0	0	0	0	0
AIPD-2		*	0	0	1	0	0	1	0	0	0	0
<b>NOLF SAUFLEY</b>												
AIPD-1	AREA B	*	0	0	0	0	0	0	0	0	0	0
	APZ-1	*	0	0	0	0	0	0	0	0	0	0
	APZ-2	*	0	0	1	0	0	0	0	0	0	0
	CZ	*	0	0	0	0	0	0	0	0	0	0
AIPD-2	APZ-2	*	0	0	0	0	0	0	0	0	0	0
AIPD-2			0	0	2	0	0	0	0	0	0	0
<b>NOLF SITE 8</b>												
AIPD-1	AREA B	*	237	0	1	0	0	0	0	0	0	0
AIPD-2		*	237	64	1	0	0	0	0	0	0	0



## **2.0 HOUSING ELEMENT**

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

***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.

***HOU 1.6.6 Neighborhood Enterprise Division.*** Escambia County will provide affordable homeownership and home repair assistance opportunities for moderate, low, and very low income homebuyers and homeowners.

***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.



### 3.0 COASTAL MANAGEMENT ELEMENT

#### OBJ COA 1.3 Population Evacuation

**COA 1.3.8 Development Impact Analysis.** *The Comprehensive Plan Implementation Annual Report will include an analysis of proposed and new developments' impact on hurricane evacuation times. The BCC, upon receipt of the report from the LPA, will address any deficiencies identified in the report and take corrective measures as necessary. The report and recommendations will consider the actual development that has occurred during the evaluation period (preceding 12 months) as well as the projected development anticipated to be approved during the succeeding evaluation period. The needed corrective actions by the BCC will maintain or reduce the County's adopted roadway clearance time.*

*The Florida Division of Emergency Management, Division of Community Planning and Department of Transportation, in coordination with the WFRPC, have developed the Florida Statewide Regional Evacuation Study Program for the West Florida Region. This report updates the region's evacuation population estimates, evacuation clearance times and public shelter demands. Originally released on October 5, 2010, the study covers Bay, Escambia, Holmes, Okaloosa, Santa Rosa, Walton and Washington counties and their respective municipalities, and is updated as needed. There is multiple County and State transportation projects that take into account the State mandated evacuation times, as part of their development, based on the established regional evacuation modeling process. In coordination between Emergency Management, Traffic and Development Services departments, the County strives to maintain pre-established roadway clearing times for evacuation. A copy of the Evacuation Study can be viewed in its entirety at this location: <http://www.wfrpc.org/programs/evacuation-study>*

**COA 1.4.6 Intergovernmental Task Force.** *An Intergovernmental Task Force, as outlined in the Post Disaster Redevelopment Plan, will foster cooperation between local governments during pre-disaster planning, post-disaster mitigation analysis, and redevelopment. Additionally, the task force will be activated and mobilized for a minimum of 60 days following a disaster declaration. The task force will make recommendations concerning pre-disaster planning, post-disaster mitigation analysis, and redevelopment for inclusion in the Comprehensive Plan Implementation Annual Report of every fiscal year during which it was mobilized.*

Projects related to the April 29, 2014 Flood Event Escambia County has worked on:





77 completed out of 86 - FEMA Projects (# Project Worksheets – Federal Emergency Management Agency); 9 FEMA project are still active.

4 of the 6 are ongoing- HMGP Projects (Hazard Mitigation Grant Program) were awarded by FDEM for FEMA grant are active ongoing projects. One (1) project that has been awarded and is pending BCC for approval prior to activation. One (1) of the projects was withdrawn due to acquisition failure. One (1) is a Global Match Project utilized to leverage as match funding.

17 completed out of 19 projects - FHWA/FDOT Projects (Florida Highway Administration / Florida Department of Transportation; 2 projects are still active.

7 out of 7 completed- NRCS (Natural Resource Conservation Service) Emergency Watershed Protection Projects. As of October 2016, all 7 have completed construction and the County has been reimbursed our portion of the grant award.

Additionally Capital Improvement Projects :

52 complete out of 148 projects LOST funded; 96 projects are still active.

2 completed out of 7 projects - FHWA/FDOT Projects (Florida Highway Administration / Florida Department of Transportation. 2 were dropped and 5 are active.

There are 3 RESTORE projects active from Drainage.

**OBJ COA 2.3 Beach and Dune Protection**

**COA 2.3.3 Beach and Shoreline Regulations.** Escambia County will protect beach and shoreline systems. These regulating provisions will be reviewed annually for the Comprehensive Plan Implementation Annual Report and updated as necessary to address concerns and issues including, but not limited to, the following:

- a. "White Sand" regulations;
- b. Shoreline protection zone;
- c. CCCL-related regulations;
- d. Dune replenishment, enhancement, and re-vegetation programs;
- e. Wetland and environmentally sensitive area regulations.

*The regulating provisions have been reviewed by the environmental staff and no updates were necessary. The most recent update, in 2005, established the 1975 Costal Construction Control Line (CCCL) as Shoreline Protection Zone 1 for construction on the south side of the Barrier Islands, fronting the Gulf of Mexico. There are numerous beach and shoreline projects aimed at the protection and enhancement of our natural resources.*



**Chapter 5 General Requirements.**  
**Section 5.06 Population projections.**

This ordinance is based upon permanent and seasonal population estimates and projections, which must either be those provided by the University of Florida's Bureau of Economic and Business Research or generated by the local government based upon a professionally acceptable methodology. Population projections will be updated annually with the most current projections available.

2020–2045, with Estimates for 2016							
County and State	Est imates April 2016	Projections, April 1					
		2020	2025	2030	2035	2040	2045
ESCAMBIA	309,986						
<b>LOW</b>		305,400	304,500	304,600	303,000	299,900	296,400
<b>MEDIUM</b>		317,100	325,500	332,900	338,200	342,200	345,800
<b>HIGH</b>		329,100	345,400	361,700	376,600	390,300	403,800

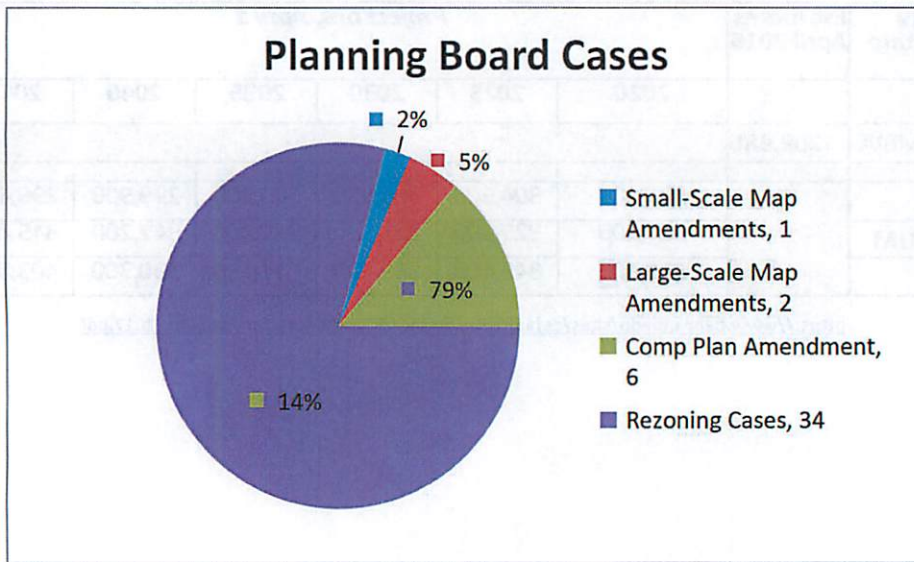
[https://www.bibr.ufl.edu/sites/default/files/Research%20Reports/projections\\_2017.pdf](https://www.bibr.ufl.edu/sites/default/files/Research%20Reports/projections_2017.pdf)



#### 4.0 INTERGOVERNMENTAL COORDINATION

ICE 1.3.4 **Growth and Development Trends.** As per the Interlocal Agreement, the local governments will provide the School Board with their Comprehensive Plan Implementation Committee Annual Report on growth and development trends within their jurisdiction. To the extent feasible, the reports should be provided in a geographic information system-compatible format for the purpose of geo-referencing the information. This report will be in tabular, graphic, and textual formats and will include data and summaries as requested by the LPA.

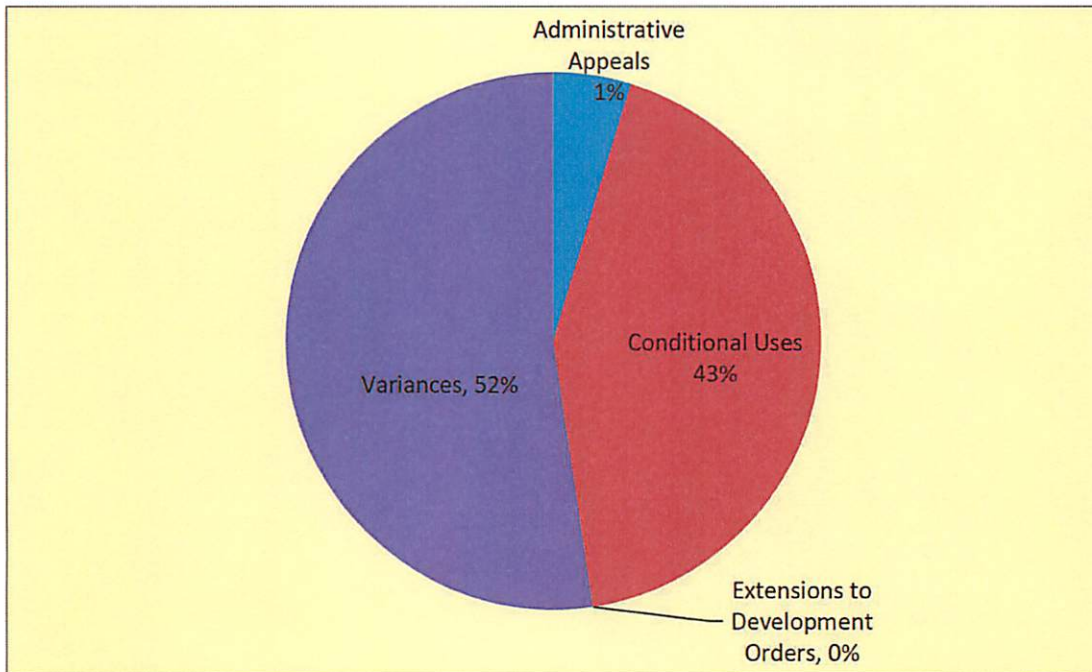
**Growth & Development Trends FY 2015/2016**



DRC PROJECTS FISCAL YEAR 2015-2016			
Final Plat	6	Preliminary Plat/Construction Plan	5
Unplatted	7	Construction Plans	4
Masterplan	2	Major Site Plans	79
Preliminary Plat	7	Minor Site Plans	23
		Borrow Pits	1
<b>TOTAL</b>			<b>134</b>



<b>Escambia County Board of Adjustment Cases</b>			
<i>(October 1, 2015 - September 30, 2016)</i>			
<b>CASE TYPE</b>	<b>Total # of Cases</b>	<b>Approved</b>	<b>Denied</b>
Administrative Appeals	1	0	1
Conditional Uses	9	9	0
Extensions to Development Orders	0	0	0
Variances	11	8	3
<b>Total Cases</b>	<b>21</b>		





**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-12420** **Growth Management Report** **11. 1.**  
**BCC Regular Meeting** **Consent**  
**Meeting Date:** 07/06/2017  
**Issue:** Schedule of a Public Hearings  
**From:** Horace Jones, Director  
**Organization:** Development Services

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**RECOMMENDATION:**

**Recommendation Concerning the Scheduling of Public Hearings**

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

**A. July 18, 2017**

5:45 p.m. - A Public Hearing - Sunbelt Crushing, LLC Permit Renewal

*Summary: Review and approve, modify, or deny the renewal of a permit for an existing concrete recycling facility located at 2390 Longleaf Drive*

**B. August 3, 2017**

1. 5:45 p.m. - A Public Hearing to amend the Official Zoning Map to include the following Rezoning Cases to be heard by the Planning Board on July 10, 2017.

**a. Case No.:** **Z-2017-08**  
**Address:** 4200 Block Spanish Trail and 4224 Creighton Road  
**Property Reference No.:** 09-1S-29-3001-016-001 and 09-1S-3001-014-001  
**From:** HC/LI, Heavy Commercial and Light Industrial district (25 du/acre, lodging unit density is not limited by zoning)  
**To:** HDMU, High Density Mixed-use district (25 du/acre)  
**FLU Category:** MU-U, Mixed-Use Urban  
**Commissioner District:** 4  
**Requested by:** Kerry Anne Schultz, Agent for Douglas E. Domer, Agent for Owners

**b. Case No.:** **Z-2017-09**

Address: 703 Beverly Parkway  
Property Reference No.: 46-1S-30-1100-018-011  
From: MDR, Medium Density Residential district (10 du/acre)  
To: HC/LI, Heavy Commercial and Light Industrial district (25 du/acre, lodging unit density is not limited by zoning)  
FLU Category: MU-U, Mixed-Use Urban  
Commissioner District: 3  
Requested by: Wiley C. "Buddy" Page, Agent for Erik Perez, Owner

**c. Case No.:**

**Z-2017-10**

Address: 5200 Burlington Avenue  
Property Reference No.: 46-1S-30-1100-016-011  
From: MDR, Medium Density Residential district (10 du/acre)  
To: HC/LI, Heavy Commercial and Light Industrial district (25 du/acre, lodging unit density is not limited by zoning)  
FLU Category: MU-U, Mixed-Use Urban  
Commissioner District: 3  
Requested by: Wiley C. "Buddy" Page, Agent for Zenaida Palacios

**2.** 5:46 p.m. - A Public Hearing - Small Scale Map Amendment 2017-01 - 7155 N Blue Angel Parkway

*Summary: Changing the Future Land Use Category from Commercial to Mixed-Use Urban.*

**3.** 5:47 p.m. - A Public Hearing - Small Scale Map Amendment 2017-02 - 7000 N Blue Angel Parkway

*Summary: Changing the Future Land Use Category from Commercial to Mixed-Use Urban.*

**4.** 5:48 p.m. - A Public Hearing - Small Scale Map Amendment 2017-03 - 5700 Pine Forest Road

*Summary: Changing the Future Land Use Category from Agriculture to Rural Community.*

**5.** 5:49 p.m. - A Public Hearing to amend the Official Zoning Map to include the following Rezoning Case to be heard by the Planning Board on July 10, 2017.

**Case No.:**

**Z-2017-07**

Address: 5700 Pine Forest Road

Property Reference No.: 38-5N-33-3301-000-000  
From: Agr, Agriculture district  
To: RR, Rural Residential district  
FLU Category: AG, Agricultural  
Commissioner District: 5  
Request by: Brett and Susan Ward, Owners

**6. 5:50 p.m. - A Public Hearing - Final Plat Digital File Requirement Ordinance**

*Summary: The County reviews and approves commercial and residential subdivisions that are forwarded to the Property Appraiser's office to update the parent parcel. As technology advances this has been a daunting task due to the current file format they receive. A digital file in the most up to date format will allow mapping section staff at the Property Appraiser's office to simply insert the lines and parcel shapes into their parcel layer and assign the attributes to geometric features. Providing a vectorized data file will decrease the time it takes to update the parcel layers.*

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**Attachments**

*No file(s) attached.*

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**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

AI-12404 County Administrator's Report 11. 1.  
BCC Regular Meeting Technical/Public Service Consent  
Meeting Date: 07/06/2017  
Issue: Request for Disposition of Property  
From: Joy D. Blackmon, P.E., Director  
Organization: Public Works  
CAO Approval:

---

**RECOMMENDATION:**

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

That the Board approve the Request for Disposition of Property Form for the Public Works Department, listing four items. The Request Form has been signed by all applicable authorities.

**BACKGROUND:**

The Request Form has been signed by all applicable authorities.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

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

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**



Disposition of Property form

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

TO: Clerk & Comptroller's Finance Department  
 FROM: Disposing Department: PUBLIC WORKS-P.BEACH COST CENTER NO: 211401

KEVIN GRIFFIN DATE: 6/8/2017

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): *Kevin Griffin* Phone No: 850-932-4935

**REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:**

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
	T62430	CHERRINGTON BEACH CLEANER	4508A101	4500XL	2008	POOR
	63122	CHERRINGTON BEACH CLEANER SCREEN	46ABB031	4600XL	2011	POOR
	T63108	JOHN DEERE UTILITY TRACTOR	LV5093E1860316	5093E LIMITED	2009	POOR
	T62432	ROTARY CUTTER MX7 BUSH HOG	W00MX7016720	MX7	2009	POOR

Disposal Comments: NO LONGER IN USE. TO BE AUCTIONED.

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: 6/8/2017

FROM: Escambia County Department Director (Signature): *Charles Morgan*

Director (Print Name): CHARLES MORGAN

**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 \_\_\_\_\_



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

AI-12393

County Administrator's Report 11. 2.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 07/06/2017

Issue: Disposition of County Property

From: Will Moore, Chief Deputy Court Administrator

Organization: Court Administration

CAO Approval:

---

**RECOMMENDATION:**

Recommendation Concerning the Request for Disposition of County Property for the Office of the Court Administrator - Robin Wright, Escambia County Court Administrator

That the Board approve the Request for Disposition of County Property for the Court Administrator's Office, for property which was destroyed in the May 1, 2014 explosion at the Escambia County Central Booking Facility located on St. Mary Street in Pensacola.

**BACKGROUND:**

IT equipment purchased from Article 5 Funding of the Court Administrator.

**BUDGETARY IMPACT:**

No impact.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Approved by Craig Van Brussel, Court Technology Officer for the Office of the Court Administrator.

**PERSONNEL:**

None.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

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

**IMPLEMENTATION/COORDINATION:**

None.

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## Attachments

[CBD Property Disposition 6-12-17.pdf](#)

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

TO: Clerk & Comptroller's Finance Department  
 FROM: Disposing Department: Court Administration COST CENTER NO: 410503

Patricia Lynn Ormerod DATE: 06/15/17  
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: (850)595-4406

**REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:**

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	50277	MicroWave Transmitter	108VXDA339A	845379-3	2001	Destroyed
Y	50279	Base Controller	108VXDA339	845270-3	2001	Destroyed

Disposal Comments: The equipment listed above was destroyed in the Escambia County Central Booking Facility explosion on May 1, 2014.

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: 6/15/17  
 FROM: Escambia County Department Director (Signature): 

Director (Print Name): Craig Van Brussel

**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



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-12414**

**County Administrator's Report 11. 3.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 07/06/2017

**Issue:** Recommendation Concerning Approval of the Execution and Delivery of Replacement Promissory Notes relating to Bonds issued on behalf of Gulf Power

**From:** JoLinda Herring, Shareholder

**Organization:** Bryant Miller Olive P.A.

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning Approval of the Execution and Delivery of Replacement Promissory Notes Relating to Certain Bonds Issued on Behalf of Gulf Power Company - JoLinda Herring, Shareholder, Bryant Miller Olive P.A.

That the Board authorize the execution and delivery of certain replacement Promissory Notes originally executed and delivered in connection with the Series 2003 Bonds, First Series 2009 Bonds and Second Series 2009 Bonds, each issued on behalf of Gulf Power Company.

**BACKGROUND:**

On December 8, 2016, the Board adopted and authorized the Chairman to execute Resolution No. R2016-157 approving an Agreement of Resignation, Appointment and Acceptance among the County, as the issuer of certain Bonds (herein defined) on behalf of Gulf Power Company ("Gulf Power"), The Bank of New York Mellon Trust Company, N.A. (the "Prior Trustee"), and U.S. Bank National Association (the "Successor Trustee"), which Agreement approved the resignation of the Prior Trustee and the appointment of the Successor Trustee. In connection with the above, the County has been advised that the Prior Trustee is unable to find the Promissory Notes originally assigned by the County to the Prior Trustee in connection with the issuance of the Bonds. Accordingly, Gulf Power is requesting the County execute replacement Promissory Notes for the purpose of assigning the replacement Promissory Notes to the Successor Trustee. The replacement Promissory Notes are attached. On April 15, 2003, the County issued on behalf of Gulf Power its \$32,550,000 Pollution Control Revenue Refunding Bonds (Gulf Power Company Project), Series 2003 (the "Series 2003 Bonds"), pursuant to a Trust Indenture dated as of April 1, 2003 (the "2003 Indenture"), between the County and the Prior Trustee. On March 31, 2009, the County issued on behalf of Gulf Power its (i) \$65,000,000 Solid Waste Disposal Revenue Bonds (Gulf Power Company Project), First Series 2009 (the "First Series 2009 Bonds"), pursuant to a Trust Indenture dated as of

March 1, 2009 (the “First Series 2009 Indenture”), between the County and the Prior Trustee and (ii) \$65,400,000 Solid Waste Disposal Revenue Bonds (Gulf Power Company Project), Second Series 2009 (together with the Series 2003 Bonds and the First Series 2009 Bonds, the “Bonds”), pursuant to a Trust Indenture dated as of March 1, 2009 (together with the 2003 Indenture and First Series 2009 Indenture, the “Indentures”) between the County and the Prior Trustee.

**BUDGETARY IMPACT:**

The County will not be required to make any payments or incur any costs with respect to the execution and delivery of the replacement Promissory Notes. The County shall be also reimbursed by the Borrower for out of pocket expenses as outlined in Chapter 46, Article VII, of the County’s Code of Ordinances (the “Conduit Bonds Ordinance”).

**LEGAL CONSIDERATIONS/SIGN-OFF:**

JoLinda Herring, Bryant Miller Olive P.A., the County’s Bond Counsel, has reviewed the replacement Promissory Notes on behalf of the County to insure that the County has no additional liability or obligation thereunder.

**PERSONNEL:**

None.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Gulf Power will be required to comply with any applicable requirements of the Conduit Bonds Ordinance, if any, with respect to execution and delivery of the replacement Promissory Notes.

**IMPLEMENTATION/COORDINATION:**

None.

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**Attachments**

Replacement Promissory Note Series 2003

Replacement Promissory Note First Series 2009

Replacement Promissory Note Second Series 2009

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*This Note replaces the original promissory note issued in connection with the issuance of the Bonds on April 15, 2003. The holder hereof has agreed not to transfer this Note except to a successor Trustee under the Trust Indenture dated as of April 1, 2003 of Escambia County, Florida relating to the Bonds (hereinafter referred to).*

**GULF POWER COMPANY  
PROMISSORY NOTE**

\$32,550,000

July [ ], 2017

GULF POWER COMPANY ("Gulf"), a corporation organized and existing under the laws of the State of Florida, acknowledges itself indebted and for value received hereby promises to pay to the order of Escambia County, Florida (the "County"), and its successors and assigns, the principal sum of THIRTY-TWO MILLION FIVE HUNDRED FIFTY THOUSAND DOLLARS (\$32,550,000) together with interest on the unpaid principal balance thereof from April 15, 2003 until Gulf's obligations with respect to the payment of such sum shall be discharged at the rate or rates borne by the Bonds referred to below. As additional interest hereon there shall be payable, and Gulf promises to pay when due, amounts which shall equal the premium, if any, due on such Bonds in connection with the redemption thereof. Gulf further promises to pay the purchase price of such Bonds as hereinbelow provided.

This Note is issued to evidence the Loan (as defined in the Agreement hereinafter referred to) of the County to Gulf and the obligation of Gulf to repay the same and shall be governed by and be payable in accordance with the terms and conditions of a loan agreement (the "Agreement") between the County and Gulf dated as of April 1, 2003, pursuant to which the County has loaned to Gulf the proceeds of the sale of the County's \$32,550,000 of Pollution Control Revenue Refunding Bonds (Gulf Power Company Project), Series 2003 (the "Bonds"). This Note (together with the Agreement) has been assigned to U.S. Bank, National Association (the "Trustee"), acting pursuant to a trust indenture dated as of April 1, 2003 (the "Indenture") between the County and the Trustee, as successor Trustee, and may not be assigned by the Trustee except to a successor Trustee pursuant to the terms of the Indenture. Such assignment is made as security for the Bonds. The Bonds are dated and bear interest in accordance with the provisions of the Indenture, and mature on June 1, 2023. The Bonds are subject to redemption or prior purchase prior to maturity as provided therein.

Subject to the provisions of the Agreement, payments hereon are to be made by paying to the Trustee, as assignee of the County, in funds which will be immediately available on the day payment is due, amounts which, and at or before times which, shall correspond to the payments with respect to the principal of and premium, if any, and interest on the Bonds whenever and in whatever manner the same shall become due, whether at stated maturity, upon redemption or declaration or otherwise, and the purchase price of Bonds required to be purchased under the Indenture. If (i) on the date any payments on the Bonds are due there are any available moneys on deposit with the Trustee which are not being held for the payment of Bonds due and payable but which have not been presented for payment, or (ii) on any date on which Bonds are required



to be purchased pursuant to the Bonds or Article III of the Indenture, there are available moneys on deposit with the Trustee held for the payment of the purchase price which are not being held for the payment of Bonds which have not been presented for payment, then, in each case, such moneys shall be credited against the payment then due hereunder, first in respect of interest and then, to the extent of remaining moneys, in respect of principal. Upon the occurrence of an Event of Default, as defined in the Agreement, the principal of and interest on this Note may be declared immediately due and payable as provided in the Agreement.

Neither the officers of Gulf nor any persons executing this Note shall be liable personally or shall be subject to any personal liability or accountability by reason of the issuance hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Gulf Power Company has caused this Note to be executed in its corporate name and on its behalf by its President, its Treasurer or a Vice President by his or her manual signature, and its corporate seal to be impressed hereon and attested by the manual signature of its Secretary or an Assistant Secretary, all as of the date first above written.

GULF POWER COMPANY

[SEAL]

By: \_\_\_\_\_  
Susan D. Ritenour  
Secretary and Treasurer

Attest: \_\_\_\_\_  
Melissa K. Caen  
Assistant Secretary and Assistant Treasurer

**ASSIGNMENT**

Pay, without recourse, to the order of U.S. Bank, National Association, as assignee of Escambia County, Florida under the Trust Indenture, dated as of April 1, 2003, between Escambia County, Florida and U.S. Bank, National Association, as successor Trustee, securing the payment of Escambia County, Florida Pollution Control Revenue Refunding Bonds (Gulf Power Company Project), Series 2003 in the original principal amount of \$32,550,000.

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

By: \_\_\_\_\_  
D. B. Underhill, Chairman

(SEAL)

ATTEST:

PAM CHILDERS,  
CLERK OF THE CIRCUIT COURT AND  
COMPTROLLER

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

*This Note replaces the original promissory note issued in connection with the issuance of the Bonds on March 31, 2009. The holder hereof has agreed not to transfer this Note except to a successor Trustee under the Trust Indenture dated as of March 1, 2009 of Escambia County, Florida relating to the Bonds (hereinafter referred to).*

**GULF POWER COMPANY  
PROMISSORY NOTE**

**\$65,000,000**

**July [\_\_], 2017**

**GULF POWER COMPANY (“Gulf”), a corporation organized and existing under the laws of the State of Florida, acknowledges itself indebted and for value received hereby promises to pay to the order of Escambia County, Florida (the “County”), and its successors and assigns, the principal sum of SIXTY-FIVE MILLION DOLLARS (\$65,000,000) together with interest on the unpaid principal balance thereof from March 31, 2009 until Gulf’s obligations with respect to the payment of such sum shall be discharged at the rate or rates borne by the Bonds referred to below. As additional interest hereon there shall be payable, and Gulf promises to pay when due, amounts which shall equal the premium, if any, due on such Bonds in connection with the redemption thereof. Gulf further promises to pay the purchase price of such Bonds as hereinbelow provided.**

**This Note is issued to evidence the Loan (as defined in the Agreement hereinafter referred to) of the County to Gulf and the obligation of Gulf to repay the same and shall be governed by and be payable in accordance with the terms and conditions of a Loan Agreement (the “Agreement”) between the County and Gulf, dated as of March 1, 2009, pursuant to which the County has loaned to Gulf the proceeds of the sale of the County’s \$65,000,000 in aggregate principal amount of Solid Waste Disposal Revenue Bonds (Gulf Power Company Project), First Series 2009 (the “Bonds”). This Note (together with the Agreement) has been assigned to U.S. Bank, National Association (the “Trustee”), acting pursuant to a Trust Indenture, dated as of March 1, 2009 (the “Indenture”), between the County and the Trustee, as successor Trustee, and may not be assigned by the Trustee except to a successor Trustee pursuant to the terms of the Indenture. Such assignment is made as security for the Bonds. The Bonds are dated and bear interest in accordance with the provisions of the Indenture, and mature on April 1, 2039. The Bonds are subject to redemption or prior purchase prior to maturity as provided therein.**

**Subject to the provisions of the Agreement, payments hereon are to be made by paying to the Trustee, as assignee of the County, in funds which will be immediately available on the day payment is due, amounts which, and at or before times which, shall correspond to the payments with respect to the principal of and premium, if any, and interest on the Bonds whenever and in whatever manner the same shall become due, whether at stated maturity, upon redemption or declaration or otherwise, and the purchase price of Bonds required to be purchased under the Indenture. If (i) on the date any payments on the Bonds are due there are any available moneys on deposit with the Trustee which are not being held for the payment of Bonds due and payable but which have not been presented for payment, or (ii) on any date on which Bonds are required**

to be purchased pursuant to the Bonds or Article III of the Indenture, there are available moneys on deposit with the Trustee held for the payment of the purchase price which are not being held for the payment of Bonds which have not been presented for payment, then, in each case, such moneys shall be credited against the payment then due hereunder, first in respect of interest and then, to the extent of remaining moneys, in respect of principal. Upon the occurrence of an Event of Default, as defined in the Agreement, the principal of and interest on this Note may be declared immediately due and payable as provided in the Agreement.

Neither the officers of Gulf nor any persons executing this Note shall be liable personally or shall be subject to any personal liability or accountability by reason of the issuance hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Gulf Power Company has caused this Note to be executed in its corporate name and on its behalf by its President, its Treasurer or a Vice President by his or her manual signature, and its corporate seal to be impressed hereon and attested by the manual signature of its Secretary or an Assistant Secretary, all as of the date first above written.

**GULF POWER COMPANY**

[SEAL]

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

Susan D. Ritenour  
Secretary and Treasurer

Attest: \_\_\_\_\_

Melissa K. Caen  
Assistant Secretary and Assistant Treasurer

**ASSIGNMENT**

Pay, without recourse, to the order of U.S. Bank, National Association, as assignee of Escambia County, Florida under the Trust Indenture, dated as of March 1, 2009, between Escambia County, Florida and U.S. Bank, National Association, as successor Trustee, securing the payment of Escambia County, Florida Solid Waste Disposal Revenue Bonds (Gulf Power Company Project), First Series 2009 in the original principal amount of \$65,000,000.

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

By: \_\_\_\_\_  
D. B. Underhill, Chairman

(SEAL)

ATTEST:

PAM CHILDERS,  
CLERK OF THE CIRCUIT COURT AND  
COMPTROLLER

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

*This Note replaces the original promissory note issued in connection with the issuance of the Bonds on March 31, 2009. The holder hereof has agreed not to transfer this Note except to a successor Trustee under the Trust Indenture dated as of March 1, 2009 of Escambia County, Florida relating to the Bonds (hereinafter referred to).*

**GULF POWER COMPANY  
PROMISSORY NOTE**

\$65,400,000

July [\_\_], 2017

GULF POWER COMPANY ("Gulf"), a corporation organized and existing under the laws of the State of Florida, acknowledges itself indebted and for value received hereby promises to pay to the order of Escambia County, Florida (the "County"), and its successors and assigns, the principal sum of SIXTY-FIVE MILLION FOUR HUNDRED THOUSAND DOLLARS (\$65,400,000) together with interest on the unpaid principal balance thereof from March 31, 2009 until Gulf's obligations with respect to the payment of such sum shall be discharged at the rate or rates borne by the Bonds referred to below. As additional interest hereon there shall be payable, and Gulf promises to pay when due, amounts which shall equal the premium, if any, due on such Bonds in connection with the redemption thereof. Gulf further promises to pay the purchase price of such Bonds as hereinbelow provided.

This Note is issued to evidence the Loan (as defined in the Agreement hereinafter referred to) of the County to Gulf and the obligation of Gulf to repay the same and shall be governed by and be payable in accordance with the terms and conditions of a Loan Agreement (the "Agreement") between the County and Gulf, dated as of March 1, 2009, pursuant to which the County has loaned to Gulf the proceeds of the sale of the County's \$65,400,000 in aggregate principal amount of Solid Waste Disposal Revenue Bonds (Gulf Power Company Project), Second Series 2009 (the "Bonds"). This Note (together with the Agreement) has been assigned to U.S. Bank, National Association (the "Trustee"), acting pursuant to a Trust Indenture, dated as of March 1, 2009 (the "Indenture"), between the County and the Trustee, as successor Trustee, and may not be assigned by the Trustee except to a successor Trustee pursuant to the terms of the Indenture. Such assignment is made as security for the Bonds. The Bonds are dated and bear interest in accordance with the provisions of the Indenture, and mature on April 1, 2039. The Bonds are subject to redemption or prior purchase prior to maturity as provided therein.

Subject to the provisions of the Agreement, payments hereon are to be made by paying to the Trustee, as assignee of the County, in funds which will be immediately available on the day payment is due, amounts which, and at or before times which, shall correspond to the payments with respect to the principal of and premium, if any, and interest on the Bonds whenever and in whatever manner the same shall become due, whether at stated maturity, upon redemption or declaration or otherwise, and the purchase price of Bonds required to be purchased under the Indenture. If (i) on the date any payments on the Bonds are due there are any available moneys on deposit with the Trustee which are not being held for the payment of Bonds due and payable but which have not been presented for payment, or (ii) on any date on which Bonds are required



to be purchased pursuant to the Bonds or Article III of the Indenture, there are available moneys on deposit with the Trustee held for the payment of the purchase price which are not being held for the payment of Bonds which have not been presented for payment, then, in each case, such moneys shall be credited against the payment then due hereunder, first in respect of interest and then, to the extent of remaining moneys, in respect of principal. Upon the occurrence of an Event of Default, as defined in the Agreement, the principal of and interest on this Note may be declared immediately due and payable as provided in the Agreement.

Neither the officers of Gulf nor any persons executing this Note shall be liable personally or shall be subject to any personal liability or accountability by reason of the issuance hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Gulf Power Company has caused this Note to be executed in its corporate name and on its behalf by its President, its Treasurer or a Vice President by his or her manual signature, and its corporate seal to be impressed hereon and attested by the manual signature of its Secretary or an Assistant Secretary, all as of the date first above written.

GULF POWER COMPANY

[SEAL]

By: \_\_\_\_\_  
Susan D. Ritenour  
Secretary and Treasurer

Attest: \_\_\_\_\_  
Melissa K. Caen  
Assistant Secretary and Assistant Treasurer

**ASSIGNMENT**

Pay, without recourse, to the order of U.S. Bank, National Association, as assignee of Escambia County, Florida under the Trust Indenture, dated as of March 1, 2009, between Escambia County, Florida and U.S. Bank, National Association, as successor Trustee, securing the payment of Escambia County, Florida Solid Waste Disposal Revenue Bonds (Gulf Power Company Project), Second Series 2009 in the original principal amount of \$65,400,000.

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

By: \_\_\_\_\_  
D. B. Underhill, Chairman

(SEAL)

ATTEST:

PAM CHILDERS,  
CLERK OF THE CIRCUIT COURT AND  
COMPTROLLER

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



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-12409**

**County Administrator's Report 11. 4.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 07/06/2017

**Issue:** Scheduling of a Public Hearing to Consider the Petition to Vacate a Portion of Semmes Street

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

**Organization:** Public Works

**CAO Approval:**

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**RECOMMENDATION:**

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

That the Board take the following action regarding a Petition to Vacate a portion of Semmes Street:

A. Authorize the scheduling of a Public Hearing on August 3, 2017, at 5:32 p.m., to consider the Petition to Vacate a portion of Semmes Street right-of-way (approximately 66 feet x 690 feet), as petitioned by the owner, GPD; and

B. Require the petitioner to notify all property owners within a 500-foot radius of the proposed vacation area.

**BACKGROUND:**

Semmes Street is located in the Perdido Key area. The right-of-way of Semmes Street runs east and west from River Road and meanders back to Perdido Key Drive. Consistent, dedicated right of way is not apparent for the entire distance of Semmes Street.

The property owner, GPD, is requesting to vacate a portion of Semmes Street right of way, approximately 66' x 690', just south of the Perdido Gardens development project, of which GPD is also the owner.

There are no encroachment issues involved with this vacation of right of way request. Staff has reviewed the request and has no objection to the vacation of right of way. All utility companies have reviewed the request, and three utility companies (ECUA, Gulf Power and Energy Services of Pensacola) have requested to retain an easement.

It does not appear that anyone would be denied access to his or her property should this request be granted.

**BUDGETARY IMPACT:**

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

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

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

**POLICY/REQUIREMENT FOR BOARD ACTION:**

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

**IMPLEMENTATION/COORDINATION:**

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

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**Attachments**

Petition to Vacate

Map

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

Petitioner(s), hereby file this petition with the Board of County Commissioners of Escambia County, Florida, to vacate, abandon, close and disclaim any right of the County and the public in and to certain land delineated as a

APPROX. 690 LF - 66' PUBLIC R/W OF SEMMES STREET  
DIRECTLY SOUTH OF PECUDO GARDENS

in Escambia County, Florida, a copy of map thereto being attached hereto as Exhibit "A", and further states as follows:

1. That the Petitioner(s), GPD  
presently  own(s)  do/does not own an interest in the real property, which adjoins said public road right-of-way, alleyway, or other land. Said public road rights-of-way, alleyway, or other land being more particularly described as follows:

SEMMES STREET R/W SOUTH  
OF PECUDO GARDENS PROJECT  
PLEASE SEE ATTACHED SKETCH

2. That the Petitioner(s), GPD  
desire(s) that the Board of County Commissioners surrender, renounce and disclaim any right of the County and the public in and to that portion of the public road rights-of-way, alleyway, or other land described above and lying and being in Section(s) 14  
Township 34 Range 32 West and recorded in \_\_\_\_\_  
of the public records of Escambia County, Florida.

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

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

Petitioner acknowledges that:

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

GPD

Corporation of Company Name

Ed Czumi

Petitioner(s) Name

1900 Whitten Rd, Suite 201

Street Address

Memphis, TN 38133

City

State

901-252-6343

Phone Number

Thomas G. Simmons Jr

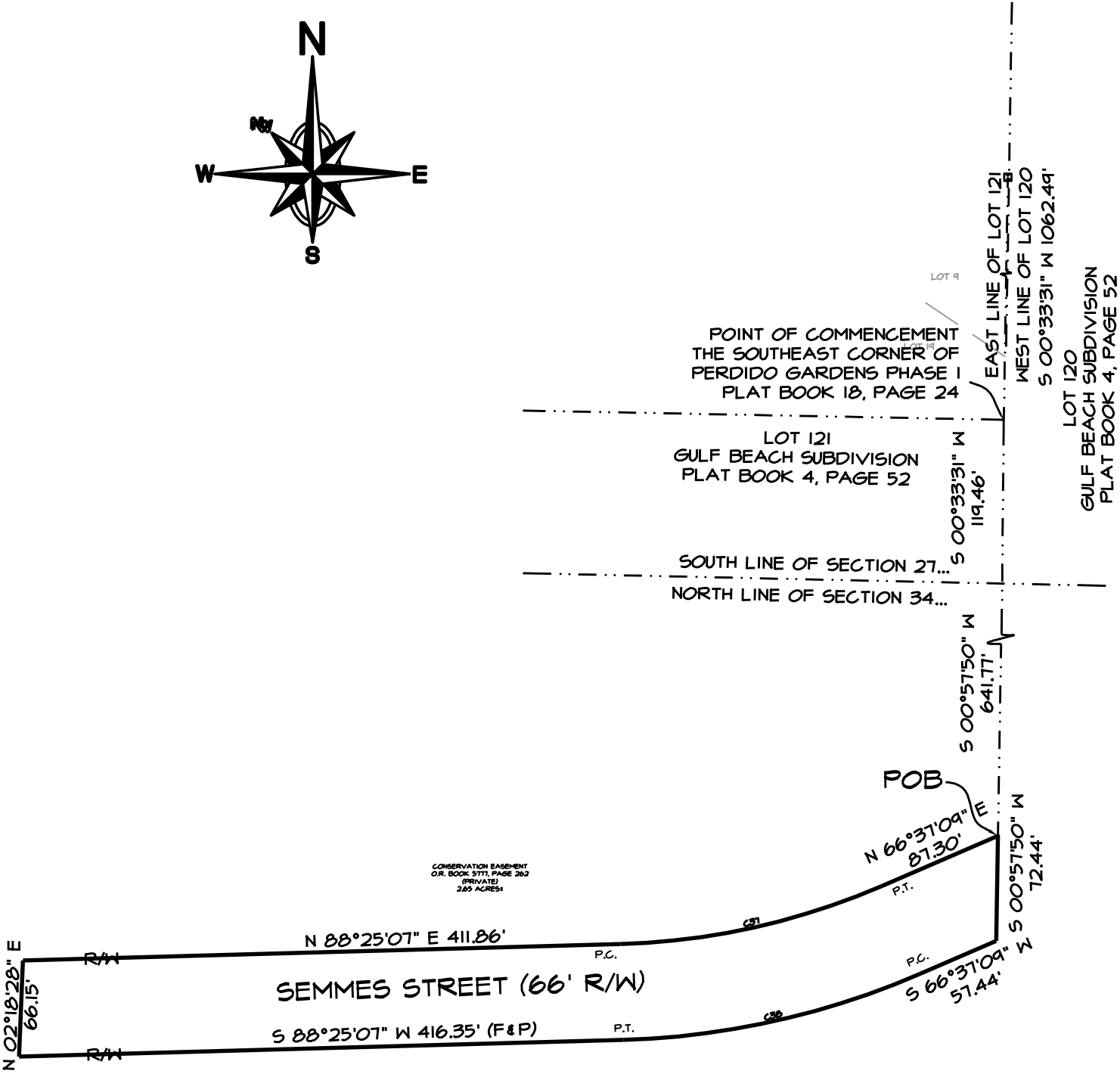
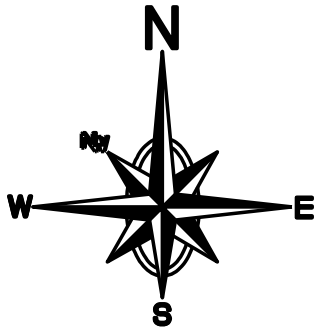
Agent's Name

850-434-2603

Agent's Phone Number

3/22/17

Date:



PROPERTY LINE CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA-ANGLE	TANGENT	CHORD	CHORD-BEARING
C37	185.34'	488.67'	21°43'50"	93.80	184.23'	N77°28'54"E
C38	210.37'	554.67'	21°43'50"	106.46	209.11'	S77°28'54"W

SCALE: 1" = 100'



**NORTHWEST FLORIDA LAND SURVEYING, INC.**  
A PROFESSIONAL SERVICE ORGANIZATION

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



DESCRIPTION AS PREPARED BY NORTHWEST FLORIDA LAND SURVEYING, INC.

NEW PARCEL CREATED AT THE CLIENT'S REQUEST  
DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF PERDIDO GARDENS PHASE I AS RECORDED IN PLAT BOOK 18 AT PAGE 24 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 00 DEGREES 33 MINUTES 31 SECONDS WEST FOR A DISTANCE OF 119.46 FEET; THENCE GO SOUTH 00 DEGREES 57 MINUTES 50 SECONDS WEST FOR A DISTANCE OF 641.77 FEET TO NORTH RIGHT OF WAY LINE OF SEMMES STREET (66' R/W) AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00 DEGREES 57 MINUTES 50 SECONDS WEST FOR A 72.44 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID SEMMES ROAD; THENCE GO SOUTH 66 DEGREES 37 MINUTES 09 SECONDS WEST ALONG SAID SOUTH RIGHT OF WAY LINE OF SEMMES STREET FOR A DISTANCE OF 57.44 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 554.67 FEET; THENCE GO WESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 554.67 FEET FOR AN ARC DISTANCE OF 210.37 FEET (DELTA= 21 DEGREES 43 MINUTES 50 SECONDS, CHORD BEARING= SOUTH 77 DEGREES 28 MINUTES 54 SECONDS WEST, CHORD DISTANCE= 209.11 FEET) TO A POINT OF TANGENCY; THENCE GO SOUTH 88 DEGREES 25 MINUTES 07 SECONDS WEST ALONG SAID SOUTH RIGHT OF WAY LINE OF SEMMES STREET FOR A DISTANCE OF 416.43 FEET; THENCE GO NORTH 02 DEGREES 18 MINUTES 28 SECONDS EAST FOR A DISTANCE OF 66.15 FEET TO THE AFORESAID NORTH RIGHT OF WAY LINE OF SEMMES STREET; THENCE GO NORTH 88 DEGREES 25 MINUTES 07 SECONDS EAST ALONG SAID NORTH RIGHT OF WAY LINE OF SEMMES STREET FOR A DISTANCE OF 411.86 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 488.67 FEET; THENCE GO EASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 488.67 FEET FOR AN ARC DISTANCE OF 185.34 FEET (DELTA= 21 DEGREES 43 MINUTES 50 SECONDS, CHORD BEARING= NORTH 77 DEGREES 28 MINUTES 54 SECONDS EAST, CHORD DISTANCE= 184.23 FEET) TO A POINT OF TANGENCY; THENCE GO NORTH 66 DEGREES 37 MINUTES 09 SECONDS EAST ALONG SAID NORTH RIGHT OF WAY LINE OF SEMMES STREET FOR A DISTANCE OF 87.30 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 01.04 ACRES MORE OR LESS.

**NORTHWEST FLORIDA LAND SURVEYING, INC.**  
7142 BELGIUM CIRCLE, PENSACOLA, FLORIDA 32526

*Fred R. Thompson* 4/4/17

FRED R. THOMPSON, PROFESSIONAL LAND SURVEYOR  
REGISTRATION NUMBER 3027 CORP. NUMBER 7277  
STATE OF FLORIDA

SCALE: 1" = 100'



**NORTHWEST FLORIDA LAND SURVEYING, INC.**  
A PROFESSIONAL SERVICE ORGANIZATION

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

# Semmes Street Vacation



ESCAMBIA COUNTY  
ENGINEERING DIVISION  
SSW 6/21/17    DISTRICT 2



**Proposed Vacation**



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-12407**

**County Administrator's Report 11. 5.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 07/06/2017

**Issue:** Scheduling a Public Hearing to Consider the Vacation of an Alleyway Off West Devane Street

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

**Organization:** Public Works

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning the Scheduling of a Public Hearing to Consider the Vacation of an Alleyway Located off West Devane Street - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding a Petition to Vacate a portion of an alleyway located off West Devane Street:

A. Authorize the scheduling of a Public Hearing on August 3, 2017, at 5:31 p.m., to consider the vacation of a portion of an alleyway located off West Devane Street (approximately 10 feet x 175 feet), as petitioned by New Hope Apostolic Church, Inc.; and

B. Require the petitioner to notify all property owners within a 2,500-foot radius of the proposed vacation area.

**BACKGROUND:**

New Hope Apostolic Church, Inc., owns property on both sides of the existing 10' alleyway. The church would like to vacate the alleyway so that they can have a contiguous parcel. The property is described as being lots 1 through 4 and lots 22 through 24, Block 52 of Ensley (Figland Park) Plat DB 87 P 24.

The 10' wide alleyway runs north and south, between West Devane Street and West Johnson Avenue, parallel to Orange Avenue and North Palafox Street. The petitioner has requested that the alleyway be vacated to the church's southernmost boundary line which is approximately 175' south of West Devane Street. The petitioner has indicated that this vacation request has been discussed with the property owner on the west side of the alleyway, who will also be affected.

There are no encroachment issues involved with this vacation request. Staff has

reviewed the request and has no objection to the vacation. All utility companies concerned have been contacted and have no objection to the vacation. No one will be denied access to his or her property as a result of this vacation.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

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

**POLICY/REQUIREMENT FOR BOARD ACTION:**

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

**IMPLEMENTATION/COORDINATION:**

Once the Public Hearing has been scheduled, the date and time will be advertised, and all owners of property within 2,500 feet will be notified. It will be the responsibility of the petitioner to place the advertisement and notify property owners.

---

**Attachments**

Petition

Map - Devane

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

Petitioner(s), hereby file this petition with the Board of County Commissioners of Escambia County, Florida, to vacate, abandon, close and disclaim any right of the County and the public in and to certain land delineated as a

Public Alley Way

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---

in Escambia County, Florida, a copy of map thereto being attached hereto as Exhibit "A", and further states as follows:

1. That the Petitioner(s), New Hope Apostolic Church Inc presently X own(s) do/does not own an interest in the real property, which adjoins said public road right-of-way, alleyway, or other land. Said public road rights-of-way, alleyway, or other land being more particularly described as follows:

See exhibit "A"

2. That the Petitioner(s), New Hope Apostolic Church Inc desire(s) that the Board of County Commissioners surrender, renounce and disclaim any right of the County and the public in and to that portion of the public road rights-of-way, alleyway, or other land described above and lying and being in Section(s) 11 Township 1 Range 30 West and recorded in PB Deed 87. PG 244 of the public records of Escambia County, Florida.

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

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

Petitioner acknowledges that:

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

**New Hope Apolstic Church Inc**

Petitioner(s) Name

**7951 Regiment Drive**

Street Address

**Cantonment FL 32534**

City

State

**850-232-7216**

Phone Number

**Theresa Yarbrough**

Agent's Name

**850-206-5010**

Agent's Phone Number

**02.02.2017**

Date:



360 SURVEYING SERVICES  
1801 CREIGHTON RD.  
PENSACOLA, FL 32504  
850.857.4400

NOT VALID  
WITHOUT A  
RAISED  
SEAL

1/25/17

BOUNDARY SURVEY  
WITH IMPROVEMENTS

ADDRESS:  
9517 NORTH PALAFOX STREET  
PENSACOLA, FLORIDA 32534  
PROJECT NUMBER: 1701039  
DATE: 01-19-2017  
FIELD BOOK: 73 PAGE: 32  
DRAWN BY: PJK  
APPROVED BY: ROB L. WORKING



SCALE: 1"=40'

SHEET 1 OF 1

**LEGAL DESCRIPTION:** (O.R. BOOK 5952, PAGE 25)

PARCEL #1  
LOTS 1, 23, 23 AND 24 BLOCK 52, ENSLEY, FORMERLY KNOWN AS FIGLAND  
PARK AND FIG CITY TOWN SITE, SECTION 11, TOWNSHIP 1 SOUTH,  
RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT  
RECORDS OF SAID COUNTY.

PARCEL #2  
LOTS 2, 3 AND 4 BLOCK 52, ENSLEY, FORMERLY KNOWN AS FIG CITY  
TOWN SITE AND "FICLAND", SECTION 11, TOWNSHIP 1 SOUTH, RANGE 30  
WEST, ACCORDING TO PLAT RECORDED IN DEED BOOK 87, AT PAGE 244  
OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

**NOTES:**

1. FIELD WORK FOR THIS SURVEY WAS COMPLETED ON 01-19-2017.
2. THE MEASUREMENTS SHOWN HEREON WERE MADE TO UNITED STATES SURVEY FOOT AND WERE RECORDED IN DECIMAL OF FEET UNLESS OTHERWISE MARKED.
3. ALL EASEMENTS AND RIGHTS-OF-WAY OF WHICH THE SURVEYOR HAS KNOWNledge HAVE BEEN SHOWN HEREON. THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
4. STATE AND FEDERAL COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED EITHER IN WHOLE OR IN PART, OR TO BE USED FOR ANY OTHER FINANCIAL TRANSACTION. THIS DRAWING CANNOT BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM WITHOUT THE PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER.
5. BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING ALONG THE WEST LINE OF PARCEL ONE (1) BEING N25°00'00"W.
6. FENCE LINES ARE EXAGGERATED FOR CLARITY.
7. ENCROACHMENTS ARE AS SHOWN.

**LEGEND:**

- (F) FIELD MEASUREMENT
- (P) DEED MEASUREMENT
- (C) CALCULATED MEASUREMENT
- RAW RIGHT-OF-WAY
- PI POINT OF INTERSECTION
- FND FOUND BOUNDARY CORNER
- I.R. IRON ROD

**CERTIFICATIONS:**

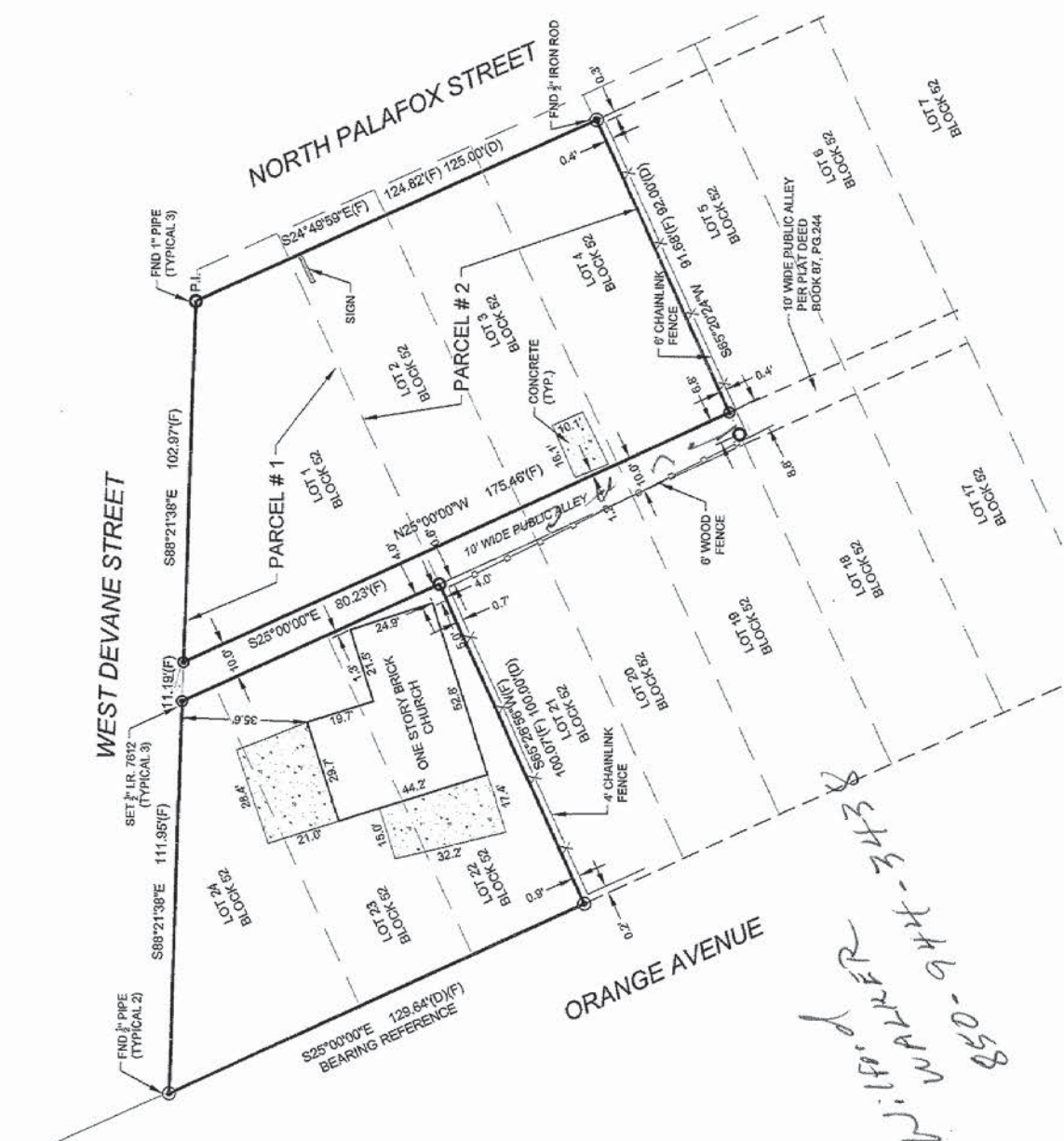
NEW HOPE APOSTOLIC CHURCH, INC.  
HARVESTER FEDERAL CREDIT UNION  
ANCHOR TITLE & ESCROW, LLC  
STEWART TITLE GUARANTY COMPANY

**SURVEYORS CERTIFICATE**

The survey shown hereon is true and correct and in compliance with the Standards of Practice set forth by the Florida Board of Professional Surveyors and Mapping in Chapter "53-1", Florida Administrative Code pursuant to Section 475.027, Florida Statutes.

*Rob L. Working*  
Rob L. Working

ROB L. WORKING P.L.S. FLORIDA REGISTRATION NO. 65878



*W. Walker 343 & 850-944-343*

# New Hope Apostolic Church, Inc.



ESCAMBIA COUNTY  
ENGINEERING DIVISION

SSW 6/20/17 DISTRICT 3



**New Hope Apostolic Church, Inc.**



**Area requested to be vacated**





**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

AI-12428

County Administrator's Report 11. 6.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 07/06/2017

Issue: Extending the Term of an Appointee on the Escambia County Value Adjustment Board

From: Jack Brown, County Administrator

Organization: County Administrator's Office

CAO Approval:

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**RECOMMENDATION:**

Recommendation Concerning Extending the Term of an Appointee on the Escambia County Value Adjustment Board to Coincide with the 2017 Tax Year - Jack R. Brown, County Administrator

That the Board amend its action of October 20, 2016, CAR III-1, appointing Richie L. Faunce to the Escambia County Value Adjustment Board to serve a one-year term, effective October 20, 2016, through October 19, 2017, to replace Gregory P. Farrar, who resigned, to extend the term of Mr. Faunce's appointment to December 31, 2017, to coincide with the 2017 Tax Year.

**BACKGROUND:**

At the October 20, 2016, the Board appointed Richie L. Faunce to the Escambia County Value Adjustment Board (VAB) for a one-year term ending on October 29, 2017; however, the VAB's final meeting will not take place until December 2017 or January 2018.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

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

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

October 20, 2016, BCC Meeting Minutes Page

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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

26. Approving the issuance of eight Fiscal Year 2016-2017 Purchase Orders and/or Blanket Purchase Orders from previously awarded or approved annual requirement Contracts or Contractual Agreements, as provided, for the Human Resources Department (Funding: Fund 501, Workers' Compensation, Health and Life Funds).
27. Approving the annual renewal of the Operations and Maintenance Agreement between the Perdido Landfill, owned and operated by Escambia County, Florida, and LFG Technologies, Inc., as previously amended and approved by the Escambia County Board of County Commissioners (Funding: Fund 401, Solid Waste, Cost Center 230308, Object Code 53401).

III. FOR DISCUSSION

1. Appointment to the Escambia County Value Adjustment Board ▶

Motion made by Commissioner Underhill, seconded by Commissioner May, and carried unanimously, appointing Richie L. Faunce to the Escambia County Value Adjustment Board to serve a one-year term, effective October 20, 2016, through October 19, 2017, to replace Gregory P. Farrar, who resigned.

COUNTY ATTORNEY'S REPORT – Alison Rogers, County Attorney

I. FOR INFORMATION

1. Information Report ▶

Motion made by Commissioner May, seconded by Commissioner Underhill, and carried unanimously, accepting the informational report concerning *Joel Havener and Mary Jane Havener v. First American Title Insurance Company, Rose Linda Fussell, Nathan Swafford, Ranae Lynn Stewart, REO Exit Realty NFI, Lydia Davis, Horizon Properties of Pensacola, Inc. d/b/a Remax Horizons Realty* (Case No. 2013 CA 001041).



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

AI-12449

County Administrator's Report 11.7.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 07/06/2017

Issue: Escambia Community Clinic, Inc.'s Application to Maintain Their Status as a Federally Qualified Health Center

From: Jack Brown, County Administrator

Organization: County Administrator's Office

CAO Approval:

---

**RECOMMENDATION:**

Recommendation Concerning a Letter of Support for Escambia Community Clinic, Inc.'s Application to Maintain Their Status as a Federally Qualified Health Center - Jack R. Brown, County Administrator

That the Board approve and authorize the Chairman to sign a letter of support for Escambia Community Clinic, Inc.'s Application for a Service Area Competition continuation Grant Application to retain their Federally Qualified Health Center (FQHC) status. If the Grant is approved, Escambia Community Clinics, Inc., would be awarded funding as a FQHC for another three-year period beginning January 1, 2018.

**BACKGROUND:**

Escambia Community Clinics, Inc., is in the process of submitting a Service Area Competition continuation Grant Application to retain their Federally Qualified Health Center (FQHC) status. This is a competitive Application, and they are asking key partners for a letter of support, which is a required part of their submission.

If the Grant is approved, Escambia Community Clinics, Inc., would be awarded funding as a FQHC for another three-year period beginning January 1, 2018.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Request from Escambia Community Clinics, Inc., and a Letter of Support

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# Escambia Community Clinics, Inc.

14 W. Jordan Street  
Pensacola, Florida 32501  
(850) 436-4630

June 16, 2017

Mr. Jack Brown  
County Administrator  
Escambia County Board of Commissioners  
221 Palafox Place 400  
Pensacola, FL 32502

***RE: Letter of Support Request – Service Area Competition Grant Submission***

Dear Mr. Brown,

I am writing to ask for your help. Escambia Community Clinics, Inc. is in the process of submitting a Service Area Competition continuation grant application to retain our Federally Qualified Health Center (FQHC) status. This is a competitive application, and we are asking key partners for a letter of support, a required part of our submission.

If our grant is approved, ECC would be awarded funding as a FQHC for another three year period beginning January 1, 2018. Since becoming a FQHC in 2007, ECC has grown in both numbers of patients served and patient encounters at our sites each year. In 2016, ECC provided more than 105,000 outpatient visits to approximately 35,000 different individuals. By the end of 2017, we will have expanded to offer primary care services at fifteen ECC service delivery sites. Continuation of our FQHC grant funding will allow ECC to deliver high quality medical, dental and behavioral health care to the most vulnerable citizens in our area, as both a "safety net" and a primary care medical home.

I have provided a sample letter of support that you may use, as well as our most recent annual report to the community. Please feel free to tailor the letter to your needs and don't hesitate to contact me at [csmiley@ecc-clinic.org](mailto:csmiley@ecc-clinic.org) or (850) 472-0053 with any questions. If possible, I would ask that you **return your letter no later than Friday, July 21st, 2017.** Please mail it to the address on the sample support letter provided, and/or scan and send to me at the email address above.

I appreciate your support of our effort to expand care for the most vulnerable in our community, and thank you in advance for your assistance with this important part of our application.

Sincerely,

Chandra Smiley  
Executive Director

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



221 Palafox Place, Suite 400  
P. O. Box 1591  
Pensacola, Florida 32591-1591

Telephone (850) 595-4902  
Toll Free (866) 730-9152  
Telefax (850) 595-4908  
(Suncom) 695-4902

Jeff Bergosh  
District One

Douglas B. Underhill  
District Two

Lumon May  
District Three

Grover C. Robinson, IV  
District Four

Steven Barry  
District Five

July 6, 2017

Mr. John Porter  
President, Board of Directors  
Escambia Community Clinics, Inc.  
14 West Jordan Street  
Pensacola, Florida 32501

Dear Mr. Porter,

On behalf of the Board of County Commissioners, I am pleased to offer my support of your application to maintain your status as a Federally Qualified Health Center.

Since your designation as a FQHC in 2007, Escambia Community Clinics, Inc., has demonstrated a compassionate commitment to providing access to primary health care for the uninsured, under insured and medically needy residents of the area. The clinic's efforts to expand access to services by adding additional primary care sites and services have been instrumental in helping meet the health care need of our most vulnerable citizens.

Your selection to maintain the Federally Qualified Health Center status will have a continued positive impact on the lives you serve, as a vital contributor to the overall health and well-being of our community. The Board of County Commissioners is pleased to offer our support to your Service Area Competition funding application for the upcoming program period.

Sincerely,

Douglas Underhill, Chairman  
County Commissioner, District 2



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

AI-12400

County Administrator's Report 11. 1.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/06/2017

Issue: Supplemental Budget Amendment #160 - FDEP G0448 Pensacola Bay Living Shoreline Project

From: Stephan Hall, Budget Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

---

**RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #160 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #160, Gulf Coast Restoration Fund (118), in the amount of \$217,499, to recognize Grant proceeds from the Florida Department of Environmental Protection (FDEP) Agreement number G0448 under the Gulf Coast Ecosystem Restoration Council (RESTORE Council) for the planning, engineering, design, environmental compliance, and permitting of a Living Shoreline in Pensacola Bay.

**BACKGROUND:**

Escambia County has been awarded funds from the Florida Department of Environmental Protection (FDEP) for the planning, engineering, design, environmental compliance, and permitting for the Pensacola Bay Living Shoreline Project. It will provide rock and oyster reef breakwater to protect 200 acres of new emergent marsh and submerged aquatic vegetation (SAV) habitat. The project will be constructed along the western shore of Pensacola Bay to include White Island and NAS Pensacola.

**BUDGETARY IMPACT:**

This amendment will increase Fund 118 by \$217,499.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

There are no additional County employees involved in this grant, existing employees will write the monitoring plan for the project.



**POLICY/REQUIREMENT FOR BOARD ACTION:**

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

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

SBA#160

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**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 has received a grant from Florida Department of Environmental Protection (FDEP) under the Gulf Coast Ecosystem Restoration Council (RESTORE Council) for the Pensacola Bay Living Shoreline Project, and these funds must be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2017:

Gulf Coast Restoration Fund Fund Name	118 Fund Number		
Revenue Title	Fund Number	Account Code	Amount
FDEP Living Shoreline	118	331705 (new)	217,499
<b>Total</b>			<b>217,499</b>

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Salaries	118/222041 (new)	51201	20,000
Professional Services	118/222041 (new)	53101	197,499
<b>Total</b>			<b>217,499</b>

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:  
PAM CHILDERS  
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS  
OF ESCAMBIA, COUNTY, FLORIDA

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
D.B. Underhill, IV, Chairman

\_\_\_\_\_  
Adopted

\_\_\_\_\_  
OMB Approved

\_\_\_\_\_  
Supplemental Budget Amendment  
# 160



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

AI-12403

County Administrator's Report 11. 2.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/06/2017

Issue: Lease Agreement Extension with SLJM Properties, LLC

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

---

**RECOMMENDATION:**

Recommendation Concerning a Lease Agreement with SLJM Properties, LLC, and Escambia County for the Emergency Medical Services Division - Michael D. Weaver, Public Safety Department Director

That the Board extend the Lease Agreement between SLJM Properties, LLC, and Escambia County for the lease of an office/warehouse unit located at 760 Van Pelt Lane, Unit "D," Pensacola, for one year at the monthly cost of \$1024, commencing August 1, 2017, for minor fleet maintenance and storage purposes for the Emergency Medical Services (EMS) Division.

[Funding Source: Fund 408, Emergency Medical Services Fund, Cost Center 330302]

**BACKGROUND:**

In its meeting held July 19, 2016, the Board approved the lease agreement with SLJM Properties, LLC., effective August 1, 2016, for a period of 12 months, with an option to extend the lease for one additional 12-month period. The Contract's initial 1-year term is due to expire midnight, July 31, 2017. The recommendation is the result of a mutual agreement between the parties to exercise the option to extend the lease for an additional 12-month period.

**BUDGETARY IMPACT:**

The annual cost of this lease (\$12,288) is available in Fund 408 (EMS Fund).

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the provisions of Section 46-139, Escambia County Code of Ordinances.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

SLJM Renewal Extension

Extension Request Letter

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SLJM Properties, LLC  
254 Le Starboard Drive  
Pensacola Beach, FL 32561

June 15, 2017

Michael D. Weaver  
Public Safety Department  
6575 North W Street  
Pensacola, FL 32505-1714

Re: Lease Renewal  
760 Van Pelt Lane, Unit D  
Pensacola, FL

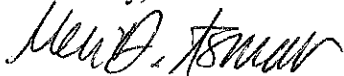
Mr. Weaver:

We have received your letter dated June 5, 2017. This letter shall serve as confirmation of our intention to extend the lease agreement for an additional one year period. The lease renewal period will be August 1, 2017 through July 31, 2018. This letter also serves as our request for a 3% increase in the lease rate in accordance with the lease agreement. The new monthly lease payment for this renewal extension will be \$1,024.00 which is a \$30.00 increase from the current rent of \$994.00 per month.

Please also note that our address has changed as noted above. All future correspondence should be sent to this address.

We appreciate having you as a tenant and we can be reached at (850) 433-7631 if you have any questions.

Sincerely,



Meri Asmar, Managing Member

**RECEIVED**  
BY: \_\_\_\_\_  
DATE: 6/15/17



Board of County Commissioners • Escambia County, Florida

Michael D. Weaver, Director  
Public Safety Department



June 5, 2017

SLJM Properties, LLC  
3 West Garden Street, Suite 504  
Pensacola, FL 32502

Dear Meri D. Asmar:

Re: Lease Agreement Contract

The initial 12-month term of the above referenced contract between SLJM Properties, LLC and Escambia County, Florida, is due to expire at midnight on Friday, July 31, 2017. The contract provides for a one-year extension by mutual agreement of both parties. Such consent must be provided in writing to the other party no later than thirty days before expiration of the initial term.

This is to serve as Escambia County's notice of consent to extend the Agreement, as is, for the period of August 1, 2017, through July 31, 2018.

If it is the wish of SLJM Properties, LLC to extend the contract for this period, please provide written notice to my attention at the address listed below by close of business on Friday, June 16, 2017.

Please feel free to contact Tamika Williams (850.471.6425) or me should you have any questions.

Yours truly,

Michael D. Weaver

C: Tamika Williams, Business Operations Manager



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-12410**

**County Administrator's Report 11. 3.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 07/06/2017

**Issue:** Change Order to HDR Engineering, Inc. on Contract PD 02-03.79 Professional Services Contract for Design Services for Devine Farm Road at Highway 97

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

**Organization:** Public Works

**CAO Approval:**

**RECOMMENDATION:**

Recommendation Concerning a Change Order to HDR Engineering, Inc., on Contract PD 02-03.79, Professional Services Contract, for Design Services for Devine Farm Road at Highway 97 Intersection Improvements Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order to HDR Engineering, Inc., on Contract PD 02-03.79, Professional Services Contract, for Design Services for Devine Farm Road at Highway 97 Intersection Improvements Project:

Department:	Public Works
Division:	Engineering/Infrastructure
Type:	Addition
Amount:	\$30,788.38
Vendor:	HDR Engineering, Inc.
Project Name:	Devine Farm Road at Highway 97 Intersection Improvements
Contract:	PD 02-03.79 Professional Services
PO No.:	170725
CO No.:	1
Original Award Amount:	\$49,404.74
Cumulative Amount of Change Orders through this CO:	\$30,788.38
New Contract Total:	\$80,193.12

[Funding Source: Fund 352, Local Option Sales Tax III, Cost Center 210107/56301, Project #14EN3135]

**BACKGROUND:**

A task order has been issued to HDR Engineering, Inc., through PD 02-03.79 Professional Services Contract, to provide design services for the realignment of Devine Farm Road at the intersection of Highway 97. The realignment, which will include sidewalks that meet the current ADA requirements, and the addition of curbs and gutters, will provide a safer intersection for motorists.

This Change Order, #1, is for additional funds in the amount of \$30,788.38. The original scope for the Devine Farm Road at Highway 97 Intersection Improvements Project requires additional design services, including re-evaluation of the existing pond in the Windsong Subdivision to consider expanding the pond capacity and outfall affects of the overall conveyance system, and performing runoff calculations. Increased pond capacity will provide additional retention for the stormwater that also affects the Eleven Mile Creek Drainage Basin.

**BUDGETARY IMPACT:**

Funds for this project are available in Fund 352, Local Option Sales Tax III, Cost Center 210107/56301, Project #14EN3135.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchase and Contracts.

**IMPLEMENTATION/COORDINATION:**

Upon approval of this recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

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**Attachments**

Purchase Order with backup  
HDR Change Order 1

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**BOARD OF COUNTY COMMISSIONERS**

ESCAMBIA COUNTY FLORIDA  
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101  
 PO BOX 1591  
 PENSACOLA, FL 32591-1591  
 (850) 595-4980

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 PLEASE EMAIL INVOICES TO:  
 escambia.invoices@escambiaclerk.com  
 CLERK OF THE COURT & COMPTROLLER  
 HON. PAM CHILDERS  
 221 PALAFOX PLACE, SUITE 140  
 PENSACOLA, FL 32502-5843

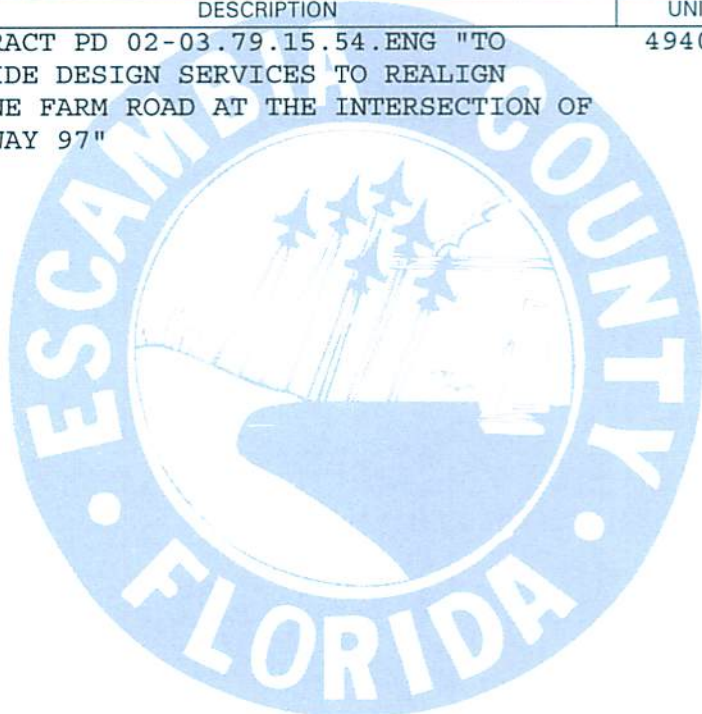
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 080064 FAX: 850-432-8010  
 HDR ENGINEERING INC  
 8404 INDIAN HILLS DRIVE  
 OMAHA NE 68114

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 ENGINEERING  
 ENGINEERING DEPARTMENT  
 3363 WEST PARK PLACE  
 PENSACOLA FL 32505  
 ATTN: ROBIN LAMBERT

ORDER DATE: 10/28/16	BUYER: EDDIE WEHMEIER	REQ. NO.: 17000803	REQ. DATE: 10/28/16
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TERMS: NET 30 DAYS	F.O.B.:	DESC.: CONTACT LIZ BUSH AT 595-3
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ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	CONTRACT PD 02-03.79.15.54.ENG "TO PROVIDE DESIGN SERVICES TO REALIGN DEVINE FARM ROAD AT THE INTERSECTION OF HIGHWAY 97"	49404.7400	49,404.74



ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	49,404.74
01	210107 56301	49,404.74	14EN3135	<b>TOTAL \$</b>	<b>49,404.74</b>

APPROVED BY

*Claudia Simmons*



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

**TASK ORDER - PD 02-03.79.15.54.ENG**

**TO PROVIDE DESIGN SERVICES TO REALIGN  
DEVINE FARM ROAD AT THE INTERSECTION OF HIGHWAY 97**

**1.0 Authorization**

This task order is issued in compliance with the provision of the code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II Purchases and Contracts, Office of Purchasing Policy and Procedures PP-101, Consultant Task Orders and the terms and conditions of PD 02-03-79, Professional Services" as Defined in Florida Statute 287.055, (2) DEFINITIONS, (g) "Continuing Contract."

**2.0 Scope**

Under this Task Order, the Engineer (HDR Engineering, Inc.) will provide Escambia County Public Works Department/Engineering Division with design services to realign Devine Farms\ Road in order to improve safety at the intersection of Highway 97. (See the attached Scope of Services).

**3.0 Schedule**

This Task Order will be completed within 210 calendar days from the date of the issuance of the Notice to Proceed.

**4.0 Compensation**

This Task Order is issued for a lump sum amount of \$49,404.74. Invoices shall be submitted for monthly progress payments subject to the terms and conditions of PD 02-03.79.

**5.0 Progress Meetings**

The Engineer shall schedule periodic progress review meetings with the County project manager as necessary but every 30 days as a minimum to discuss design and permitting issues.

Issued by:

Digitally signed by Jay Jones  
DN: c=US, o=Engineering, ou=Public Works,  
email=Jay\_Jones@co-escambia.fl.us,  
Date: 2016.10.26 10:42:38 -0500

Escambia County, Florida

Date

Accepted by:

HDR Engineering, Inc

Date

*October 26, 2016*

**Escambia County Public Works Department  
Engineering Division  
3363 W. Park Place  
Pensacola, Florida 32505**

**CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)**

Project Name: Devine Farms Road Re-alignment  
 Project ID: \_\_\_\_\_  
 Location: \_\_\_\_\_  
 Project Manager: Elizabeth Bush  
 Date: 10/10/2016

*Jay Thomas*  
Digitally signed by Jay Thomas  
 DN: cn=Jay Thomas, o=Escambia County, ou=Engineering Division, email=jay.thomas@escambia.fl.us, c=US

Signature Approval, Division Chief

This section to be completed by Project Managers:

**DESCRIPTION OF REQUEST**

RFF for HDR to design an alternate intersection for Devine Farms Road and Highway 97. This will provide a safer intersection for the growth that is occurring along Devine Farms Road with the recent sub-divisions that have been approved. The amount of the project is \$49,405.12. The design time for this project is 7 months and is anticipated to start on January 3, 2017, after the current construction project on Highway 97 is complete. See attached for additional information.

Attached backup documentation 29 page (s).  
 RFF/NTP Start Date 1/3/2017 or Upon issuance of Notice to Proceed  
 Time shall be increased/decreased by 210 calendar days.  
8/1/2017 Completion date

	Contractor	Agency	Owner	Company	Contractor	Obligated	Required
Balance of CIP Project						\$	<del>49,405.12</del>
Funds for Original Construction Contract							\$49,404.74/rfl
Funds for Construction CO#							
Contract PD _____	Contractor _____						mistake in spreadsheet
Funds for Original Task Order							Robin Lambert
Funds for Addendum # <u>1</u>							10/26/2016
Task Order PD _____	HDR _____						
Funds for Original Work Order							
Funds for Change Order # _____							
Contract PD _____							
Funds for Contingency	Consultant _____						
Funds for Permit Fees	Agency _____						
Funds for Land Purchases	Owner _____						
Funds for Title Work	Company _____						
Contract PD _____	Contractor _____						
Funds for _____							
<b>New Balance of CIP Project</b>						\$	\$ 49,405.12

This section to be completed by Administration to accomplish fund transfer:

From:	Fund	Project #	Project Name	Amount
_____	_____	_____	_____	_____
To:	Fund	Project #	Project Name	Amount
_____	_____	_____	_____	_____
			Transfer	_____
County Engineer Signature		Transferred by	Transfer Date	
_____		_____	_____	

Posted to Expedition  
 Date: \_\_\_\_\_

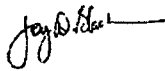
Abbreviated A&E Selection Checklist

Project Name: Devine Farms Road at Highway 97 Intersection Improvements

Project ENG#: \_\_\_\_\_ Project Manager: Elizabeth Bush

- The assigned PM and/or project owner shall draft an informal scope for committee members: Assistant County Engineer, Senior Manager, and the assigned Project Coordinator from Engineering and/or Traffic. Committee shall consist of a minimum of three members.  
Date: 07-21-16

- The County Engineer ~~and the Assistant County Administrator~~, or designee shall choose 3 A/E's from the A/E Consultant Selection List (H:\ENG\WPDOCS\CMProjectMilestones\A&E List by FY.xls) while considering knowledge of the project, past performance, qualifications, equity of work, etc.  
Date: \_\_\_\_\_



Digitally signed by Joy D. Blackmon, FE  
DN: cn=Joy D. Blackmon, FE, o=Public Works,  
ou, email=JDB@arkm.org, c=US  
Date: 2016.08.08 16:13:58 -0500

- The Committee shall rank the 3 A/E's selected (1, 2, & 3) and justify the selection of the #1 A/E.  
Date: 8-17-16
- Once selection is approved, the PC shall inform the selected A/E and request a formal scope (set up scope discussion meeting if needed). Robin shall be informed of the selection so she can update the Consultant Selection List.  
Date: 9-1-16
- Once formal scope is acceptable, PM shall request a fee proposal.  
Date: 9-8-16
- Schedule a Negotiation meeting.  
Date: 9-8-16
- The Committee shall negotiate the fee with the selected A/E.  
Date: 10-5-16
- Once the price is agreed upon, the PM shall submit appropriate paperwork to Accounting for issuance of a Purchase Order.  
Date: 10-10-16

County Engineer ( Joy D. Blackmon)  
Assistant County Administrator (Amy L. Lovoy)  
Assistant County Engineers (Joy Jones and Colby Brown)  
Senior Manager (James Duncan, Chris Curb, or David Forte)



Project Name: Devine Farms Rd at Hwy 97 Intersection Improvements  
 Date: 07-23-16  
 Task Order / F.S. 286.011 Public Meetings And Records (Sunshine Law)

Checklist

The following checklist is intended to provide a method to assure compliance with Florida Statute 286.011, Public Meetings and Records, known as the "Sunshine Laws".

- Construction Based Task Order – Estimated Value \$ 400,000 (\$40,000 Design)
  - Study Based Task Order – Estimated Value \$ \_\_\_\_\_
- Contract Number \_\_\_\_\_

- Committee members
  - Elizabeth Bush \_\_\_\_\_
  - Joy Jones \_\_\_\_\_
  - Max Rogers \_\_\_\_\_
- Firms reviewed (please list all firms that were reviewed for possible consideration)
 

<u>Fabre</u> _____	<u>Jehle-Halstead</u> _____
<u>HDR</u> _____	<u>Ken Horne</u> _____
_____	_____
_____	_____

(Include additional pages, if required)

- Ranking of final three firms
  1. HDR \_\_\_\_\_
  2. Fabre \_\_\_\_\_
  3. Jehle \_\_\_\_\_
- Motion made by: James Durca \_\_\_\_\_
- Motion seconded by: Elizabeth Bush \_\_\_\_\_
- Vote:
  - Elizabeth Bush \_\_\_\_\_
  - \_\_\_\_\_
  - \_\_\_\_\_
- Rank/Decision date  
8-17-16 \_\_\_\_\_

*(Signature)*  
 8/17/16  
 James Durca  
 8-17-16



Task Order / F.S. 286.011 Public Meetings And Records (Sunshine Law) Checklist

- Rational for number one firm

\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

- Negotiation Meeting(s) with number one ranked firm (please be aware that these meeting shall be publicly noticed in the building in which they are being held two business days in advance of their occurrence)

Table with 3 columns: Date, Time, Location. Handwritten entries: 10-5-16, 2:00 PM, Coc Rm 207

(Include additional pages, if required)

- Date and time the information listed above was e-mailed to the Office of Purchasing for posting to the purchasing web site and the official posting board (as above, this information shall be provided to the Office of Purchasing in sufficient time to provide for a two business day posting prior to the meeting)

\_\_\_\_\_ Name

- Meeting taped and minutes prepared by

\_\_\_\_\_

- Minutes, tapes, backup material, etc. shall be provided to the Office of Purchasing with the task order before it can be approved and issued.

Prepared

Elizabeth Buss

By

Elizabeth Buss

I do hereby certify that the information provided is true and correct.



## Scope Of Work:

### **Devine Farm Road at Highway 97 Intersection Improvements**

#### Project Limits:

The project limits include the existing alignment of Devine Farm Road from the intersection of Witt Drive to Highway 97, the unopened Devine Farm Road right-of-way east of the Witt Drive intersection to Highway 97, and a portion of Witt Drive from Witt Lane to Devine Farm Road.

#### Introduction:

HDR services requested by Escambia County consist of project coordination, data collection, roadway design, plans production, and permitting to realign Devine Farm Road in order to improve safety at the intersection with Highway 97. Additionally, HDR will provide limited public involvement and construction assistance activities as requested by Escambia County. Subconsultant activities include topographic survey to be provided by Nobles Consulting Group, Inc. and geotechnical investigation to be performed by Larry M. Jacobs & Associates, Inc.

The project requested by Escambia County consists of intersection improvements along Devine Farm Road at both Witt Drive and Highway 97. Up to two realignment options will be considered for the segment of Devine Farm Road from Witt Drive to Highway 97. The options will utilize the existing Devine Farm Road north-south segment along with the a new segment in the east-west unopened right-of-way or only utilize the new segment through the east-west unopened right-of-way. The options will be laid out at a conceptual level, pros and cons will be evaluated, and HDR will provide recommend an option for County approval. After County approval of the recommended option, full design will commence. The Witt Drive curve approaching Devine Farm Road to the south will be improved for a better intersection with Devine Farm Road. All alternatives seek to improve the intersection of Devine Farm Road at Highway 97. Room in the roadway typical section will be considered for future sidewalk along the new alignment. Permitting construction of the new segment of roadway is expected to require an ERP permit and areas to treat and attenuate stormwater. Right-of-way availability for stormwater treatment and attenuation will be considered. Stormwater compensation may be necessary depending on the alternative selected. Coordination with the ongoing construction of Highway 97 will be required, though it is currently anticipated that this project will begin survey activities once Highway 97 construction activities are complete at the project site location. Limited construction assistance services will be provided.

#### Assumptions and Conditions:

1. FDOT standard details will be utilized where applicable.
2. References to FDOT Standard Indexes will be utilized for detailed construction drawings.
3. Escambia County tree permits are not anticipated for this project.
4. Escambia County will support the project by providing any available survey data, flooding data, area design data, and previous public involvement data.
5. HDR will communicate construction easement and/or right-of-way needs to Escambia County and assist Escambia County with discussing these needs with property owners. Escambia County will acquire rights necessary for construction of the project.



6. There are no known contaminated sites within the limits of this project.
7. No permitting fees are anticipated.
8. Pavement design will utilize the County standard pavement design.
9. Although HDR will provide utility coordination services and render relocations in the plans, design of any required utility relocations is not part of this contract.
10. The following design standards in this governing order shall be used on the project:
  - a. Florida Greenbook
  - b. Florida Department of Transportation Design Standards
11. The following specifications as amended by the contract documents shall be used on the project in the following order:
  - a. Escambia County General Paving and Drainage Technical Specifications
  - b. Florida Department of Transportation Standard Specifications for Road and Bridge Construction
12. Construction Observation and Inspection is not included in this scope and fee. HDR will provide limited construction assistance and record drawings, as described herein.





**HDR Tasks:**

- Task 1 Project Coordination and Data Collection**
- Task 2 Roadway Design & Plans**
- Task 3 Permitting**
- Task 4 Limited Construction Assistance**



## **Task 1      Project Coordination and Data Collection**

### Objective:

This task consists of coordination, acquisition, and assembly of available data for use in design.

### Activities:

#### **Project Coordination**

- Conduct a meeting for each project deliverable. Assume 3 project deliverables.
- Provide project status reports to County PM to accompany invoices.
- Coordinate data collection activities with ongoing construction of Highway 97.
- Utility Coordination including marking for survey activities, distribution of all phase submittals, soliciting information on existing facilities, and discussing/incorporating relocation plans. Assume 2 hours per utility owner and 4 utility owners. A utility company onsite walkthrough meeting will be scheduled if necessary. Provide a conflict matrix to utility owners.
- Provide public involvement assistance to the County for a community meeting.

#### **Topographic Survey**

- Collect topographic information to include all aboveground visible improvements, edges of pavement, lane lines, driveways, signage, storm sewer and structures (with invert elevations where accessible), and sanitary sewer and structures (with invert elevations where accessible).
- Cross-section intervals shall not exceed 100'. Where possible, topographical data shall exceed the right of way width by a minimum of 5'.
- Depict calculated rights of way of Devine Farm Road, Witt Drive, and County Road 97, based on field-located boundary monuments.
- Locate and depict aboveground visible evidence of underground utilities as evidenced by aboveground features marked by others, at the time of field survey. The Surveyor will not be responsible for coordinating the location of underground utilities.
- Reference Survey and submitted electronic files to the Florida North Zone State Plane Coordinate System, North American Datum of 1983 and the North American Vertical Datum of 1988.
- Provide 4 project control points with horizontal and vertical values, being no more than 1,000' apart.
- Prepare legal description and sketch of parcel to be acquired based on configuration provided to NCG.
- Field work: traverse, bench line, topographic data collection, locate right of way and alignment monumentation, reference project database to published horizontal/vertical control, set project control
- Project management & supervision by PSM
- CAD work: Process Data, prepare Survey, and Legal Description and Sketch

#### **Geotechnical Exploration**

- Locate the borings at the site.



- Clear registered utilities at the site with Sunshine State One Call. Private or non-registered utilities are the responsibility of HDR to clear. At this time, the only known private utility is an international paper company pipeline.
- Obtain an Escambia County Right-of-Way Permit.
- Mobilize a truck mounted drill rig and drill team to the site.
- Drill four Standard Penetration Test (SPT) borings to a depth of 6 feet.
- Drill two SPT borings to a depth of 15 feet in the stormwater swale/pond area. This boring depth is not intended to explore for conditions suitable for a sand chimney design.
- Collect a bulk sample of subgrade material for the Limerock Bearing Ratio Test.
- Collect up to 2 Shelby Tube samples for laboratory permeability testing.
- Perform a visual classification and laboratory testing of the soil samples obtained during our exploration. Our proposal includes a budget for wash #200 sieve and water content tests to evaluate and document basic soil properties for our analysis.
- Perform a Limerock Bearing Ratio Test on the existing subgrade material.
- Analyze the test data to develop geotechnical engineering recommendations for the project.
- Provide a geotechnical report of findings including: Existing site characteristics, exploration/testing/sampling methods, subsurface soils encountered with classifications, depth to groundwater at the time of drilling, a discussion of laboratory test results, results of LBR test; site preparation recommendations including subgrade compaction, fill placement, etc.; stormwater pond design recommendations including vertical and horizontal hydraulic conductivities, fillable porosity, and estimated seasonal high groundwater levels, and general asphalt roadway recommendations and discussion including typical recommended base types/thicknesses and typical asphalt thicknesses.

Deliverables:

- Meeting Minutes
- Monthly Status Report
- Utility dispositions in plans
- Three (3) certified prints and an electronic file for Topographic Survey
- Geotechnical Investigation Report



## **Task 2      Roadway Design & Plans**

### Objective:

This task involves the development of construction plans. Phase submittals will be made at the conceptual, 60%, and Final design stages.

### Activities:

#### **Roadway Design**

- Prepare a conceptual level project layout with up to two (2) alignment alternatives with a pros/cons matrix and recommended option for County approval.
- Prepare a geometric design locating and detailing the proposed realignment of Devine Farm Road and Witt Drive, including intersection improvements with Highway 97. Roadway design will end at the Highway 97 west edge of travel. Design will include sidewalks along the roadside where possible.
- Prepare stormwater design and calculations. It is anticipated that ERP permitting will be required. The drainage design will require treatment and attenuation of new impervious surfaces according to state & local criteria.
- Provide cost estimates at 60% and Final design using the County Pricing Agreement which will take affect in October 2016. Provide bid documents either in the form of the Pricing Agreement Tabulation or conventional bidding documents.
- Prepare a design documentation report compiling project design information.

#### **Plans Preparation**

- Key Sheet
- Summary of Pay Items Sheet
- Typical Section Sheet
- General Notes Sheet, including Traffic Control & Signing/Pavement Marking Notes
- Roadway Plan & Profile Sheets (includes Utility Adjustments)
- Drainage Structure Sheets
- Cross Section Sheets
- Drainage or pond detail sheets

### Deliverables:

- Roadway plans reproducible to 40 scale 11x17 and 20 scale 24x36 sheets at each design phase. Provide hard copies as requested and an digital copy for each deliverable. Provide signed and sealed plans and Bid CD for final delivery.
- Roadway Design Documentation Report. Provide digital copy for each deliverable.
- Pricing Agreement Bid Tabulation. Provide digital copy.



### **Task 3      Permitting**

#### **Objective:**

Provide project information, plans, and details required for environmental agency authorization to construct project improvements.

#### **Activities:**

- Conduct pre-application meeting/correspondence with FDEP. Assume 1 meeting with 2 attendees. The meeting is with FDEP instead of NFWFMD since the project appears to qualify for the 10/2 General Permit. This permit is not regulated under 62-330 Florida Administrative Code. It is regulated under 403.814(12) Florida Statute. The pre-application meeting will seek to verify that the project meets the statute.
- Prepare permit application, plans, and figures for environmental agency permitting prior to construction. The 10/2 General Permit does not require an application fee but will require electronic self-certification. This involves submitting the same information that would be included in a typical ERP permit application. Should the evolution of the project include stormwater options which do not fit the 10/2 rule, a \$750 permitting contingency fee has been included in the limiting amount fees for the project.
- Note that USACE permitting is not anticipated since there are no wetlands according to the NWI database.

#### **Deliverables:**

- Meeting Minutes and Correspondence
- Verification of Electronic Self-certification submittal or permit.



#### **Task 4      Limited Construction Assistance**

Objective:

Provide limited construction assistance activities as requested by the County.

Activities:

- Attend Pre-construction meeting.
- Attend onsite construction meetings as necessary. Assume monthly meetings and 3 month construction schedule (3 meetings).
- Provide shop drawing review.
- Review and respond to RFI's, and provide plan revisions as necessary during construction.
- Prepare Record Drawings based on contractor as-built markups, post-construction meetings, and inspections provided by County Staff.

Deliverables:

- Shop Drawing Review
- Record Drawings (1 hard copy, CD, and CADD files)
- Meeting Minutes, as required

**HDR ACTIVITIES/SALARIES FEE COMPUTATIONS FOR  
Devine Farm Road at Highway 97 Intersection Improvements**

ACTIVITY	Project Manager		Sr. Engineer		Professional Engineer		Engineer Intern		CADD Technician		Administrative		Activity Fee	Manhours By Activity	Average Hourly Rate
	Man-Hours	Hourly Rate	Man-Hours	Hourly Rate	Man-Hours	Hourly Rate	Man-Hours	Hourly Rate	Man-Hours	Hourly Rate	Man-Hours	Hourly Rate			
<b>HDR LUMP SUM TASKS</b>															
Task 1 - PROJECT COORDINATION & DATA COLLECITON	15	\$ 140.66	1	\$ 175.86	3	\$ 126.58	2	\$ 82.99	1	\$ 94.44	1	\$ 105.44	\$ 3,031.36	23	\$ 131.80
Task 2 - ROADWAY DESIGN & PLANS	24	\$ 140.66	12	\$ 175.86	71	\$ 126.58	47	\$ 82.99	78	\$ 94.44	5	\$ 105.44	\$ 26,267.39	237	\$ 110.83
Task 3 - PERMITTING	4	\$ 140.66	1	\$ 175.86	8	\$ 126.58	4	\$ 82.99	3	\$ 94.44	1	\$ 105.44	\$ 2,471.86	21	\$ 117.71
<b>HDR LIMITING AMOUNT TASKS</b>															
Task 4 - LIMITED CONSTRUCTION ASSISTANCE	6	\$ 140.66	2	\$ 175.86	12	\$ 126.58	3	\$ 82.99	7	\$ 94.44	1	\$ 105.44	\$ 3,730.13	31	\$ 120.33
<b>HDR TOTALS</b>	<b>49</b>	<b>\$ 140.66</b>	<b>16</b>	<b>\$ 175.86</b>	<b>94</b>	<b>\$ 126.58</b>	<b>56</b>	<b>\$ 82.99</b>	<b>89</b>	<b>\$ 94.44</b>	<b>8</b>	<b>\$ 105.44</b>	<b>\$ 35,500.74</b>	<b>312</b>	<b>\$ 113.78</b>

**CONTRACT FEE SUMMARY**

**Lump Sum Tasks**

HDR Task 1 - PROJECT COORDINATION & DATA COLLECTION	\$ 3,031.36
HDR Task 2 - ROADWAY DESIGN & PLANS	\$ 26,267.39
HDR Task 3 - PERMITTING	\$ 2,471.86
<b>Total Lump Sum:</b>	<b>\$ 31,770.61</b>

Calculations verified by R Lambert 10/25/2016

**Limiting Amount Tasks**

HDR Task 3 - Permitting Fee Contingency	\$ 750.00
HDR Task 4 - LIMITED CONSTRUCTION ASSISTANCE	\$ 3,730.13
Subconsultant Task: Nobles Consulting Group, Inc. (Survey)	\$ 9,210.00
Subconsultant Task: Larry M. Jacobs & Associates, Inc. (Geotech)	\$ 3,944.00
<b>Total Limiting Amount:</b>	<b>\$ 17,634.13</b>

**PROJECT TOTAL \$ 49,404.74**

**TASK LIST**  
**Devine Farm Road at Highway 97 Intersection Improvements**

**ACTIVITY: TASK 1 - PROJECT COORDINATION & DATA COLLECTION**

<b>Task</b>	<b>Basis of Estimate</b>	<b>No. of Units</b>	<b>Hours/ Unit</b>	<b>Total Hours</b>	<b>Remarks</b>
Design Meetings	EA	3	1.5	4.5	1 attendee X 1.5 hours including prep
Status Reports	EA	5	0.5	2.5	
Data Collection	LS	1	6	6	
Utility Coordination	EA	4	1.5	6	
Public Involvement Assistance	EA	1	4	4	
See Attachment A for Topographic Survey Subconsultant Price					
See Attachment B for Geotech Investigation Subconsultant Price					
<b>Subtotal</b>				23	
Quality Control	0%			0	
Supervision	0%			0	
<b>TOTAL</b>				23	



**TASK LIST**  
**Devine Farm Road at Highway 97 Intersection Improvements**

**ACTIVITY: TASK 2 - ROADWAY DESIGN & PLANS**

Task	Basis of Estimate	No. of Units	Hours/ Unit	Plan Sheets	Total Hours	Remarks
<b>Roadway Design:</b>						
Conceptual Layout & Matrix	LS	1	16		16	
Geometric Design	LS	1	12		12	
Stormwater Design	LS	1	56		56	
Cost Estimating	LS	1	12		12	
Design Documentation	LS	1	16		16	
<b>Plans Preparation:</b>						
Key Sheet	Sheet	1	2	1	2	
Summary of Pay Items	Sheet	1	4	1	4	
Typical Sections	EA	2	1.5	1	3	
General Notes	Sheet	1	4	1	4	includes traffic control & signing/pavement marking notes
Plan & Profile Sheets	Sheet	3	18	3	54	includes erosion control & utility adjustments
Drainage Structures	EA	6	2	2	12	
Cross Sections	EA	30	0.5	3	15	1500 LF @ 50' increments
Drainage or Pond Details	EA	2	8	2	16	
<b>Total Plan Sheets</b>				14		
<b>Manhour Subtotal</b>					222	
Quality Control	5%				11	
Supervision	2%				4	
<b>TOTAL</b>					237	

**TASK LIST**  
**Devine Farm Road at Highway 97 Intersection Improvements**

**ACTIVITY: TASK 3 - PERMITTING**

<b>Task</b>	<b>Basis of Estimate</b>	<b>No. of Units</b>	<b>Hours/ Unit</b>	<b>Total Hours</b>	<b>Remarks</b>
FDEP Pre-app Meeting	EA	1	4	4	2 attendees, including prep
FDEP Permit (self-certification)	LS	1	16	16	Includes all forms, figures, & permit plans.
<b>Subtotal</b>				20	
Quality Control	5%			1	
Supervision	0%			0	
<b>Total</b>				21	

**TASK LIST**  
**Devine Farm Road at Highway 97 Intersection Improvements**

**ACTIVITY: TASK 4 - LIMITED CONSTRUCTION ASSISTANCE**

<b>Task</b>	<b>Basis of Estimate</b>	<b>No. of Units</b>	<b>Hours/ Unit</b>	<b>Total Hours</b>	<b>Remarks</b>
Attend pre-construction meeting	EA	1	2	2	
Attend onsite meetings	EA	3	2	6	
Shop drawing review	EA	6	1	6	
RFI's during construction	LS	1	8	8	
Record Drawings	LS	1	8	8	
<b>Subtotal</b>				30	
Quality Control	3%			1	
Supervision	0%			0	
<b>Total</b>				31	

**Escambia County Design, Engineering and Inspection Services**  
**FDOT Audited Rate Calculation for HDR Engineering, Inc.**

<b>FDOT Audited Rates</b>	<b>HDR</b>
Home Office Overhead	149.000%
FCCM	0.298%
Home Office Expense	8.670%
Operating Margin	30.500%

<b>Category</b>	<b>2016 Base Rate</b>	<b>Proposed Billing Rate</b>
<b>Project Manager</b>	\$ 48.76	\$ 140.66
<b>Senior Engineer</b>	\$ 60.97	\$ 175.86
<b>Professional Engineer</b>	\$ 43.88	\$ 126.58
<b>Engineer Intern</b>	\$ 28.77	\$ 82.99
<b>CADD Technician</b>	\$ 32.74	\$ 94.44
<b>Administrative</b>	\$ 36.55	\$ 105.44

**Billing Rate = Base Rate x (1+HOO+FCCM+HOE+OM)**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**OPERATING MARGIN JUSTIFICATION**

375-030-82  
 PROCUREMENT  
 02/16

**1. CONTACT INFORMATION**

a. Firm Name: HDR Engineering, Inc.			b. Phone No.: 850-429-8900		
c. Address (including suite number): 25 W. Cedar Street, Suite 200	d. City: Pensacola	e. State: FL	f. Zip Code: 32502		

**2. COMPLEXITY OF PROJECT**

The degree of difficulty associated with this project. Are there unique aspects to the project? Degree of coordination with others outside FDOT should be considered. This includes other agencies, municipalities, etc. multiple districts, multimodal projects  
**LOW** – Straight-forward projects. Well defined and specific scope of services.

**Typical Project Type**

- **Bridge Inspection:** bridge inspection except scour; All
- **CEI:** Category 1 Bridges, 3R Rural, signalization, simple and straight-forward projects.
- **Design:** simple 3R-Rural; 3R Urban ride only.
- **Geotechnical:** standard.
- **PD&E:** Small simple projects with specific scopes.
- **Planning:** Data/traffic counts.
- **Survey:** resurfacing 3R rural/urban.
- **Traffic Operations:** turn-lane projects (design).

**MEDIUM** – Projects with some specialized areas requiring some specialized skills.

**Typical Project Type**

- **Bridge Inspection:** generally not applicable.
- **CEI:** resurfacing with some improvements; ITS, construction on new alignments, and signal system timing, development and implementation; rural arterials and rural interstate capacity improvements.
- **Design:** 3R Urban with some improvements, intersection, improvements with safety, Category 1 bridges.
- **PD&E:** widening with limited issues and bridge replacement with limited impacts.
- **Railroads:** all.
- **Survey:** survey in water areas.
- **Traffic Operations:** traffic operations studies and signal design projects.

**HIGH** – Complex multi-disciplined projects requiring specialized skills with significant management issues. Project that has numerous complicated traffic phases, involved highly technical construction features requiring specialized skills of the inspection staff. A complex project may also include complex involvement by multiple third parties (i.e., multiple utility relocations, railroads, airports, regulatory agencies, municipalities). The size of the project will not necessarily determine whether the construction project is complex. Large, repetitive projects on their own are not considered complex.

**Typical Project Type**

- **Bridge Inspection:** bridge scour.
- **CEI:** CEI for multi-level bridges in a corridor or interchange; numerous complicated traffic phases; specialized technical skills; Coating Systems; bridge projects involving movable spans, significant post-tensioning operations, pre-cast segmental components, and steel structures with large horizontal and vertical curvature; Multiple third party involvement (railroads, utilities, airports, municipalities, regulatory agencies)
- **Design:** new alignments, major widening, major reconstruction, railroad bridge design, Segmental Class 2 bridges, Movable Bridges.
- **PD&E:** PD&E with Feasibility study, multiple disciplines, significant issues;
- **Planning:** large planning (multimodal).
- **Survey:** piling and bridges.
- **Traffic Operations:** ITS

**Complexity of Project Allowed Range: 5% to 7%**

**Consultant %: 6.00%**

**JUSTIFICATION:**

Medium: Design of safety improvements

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**OPERATING MARGIN JUSTIFICATION**

375-030-82  
 PROCUREMENT  
 02/16

**3. DEGREE OF (FINANCIAL) RISK**

Indicate the amount of financial risk assumed by the consultant in relation to this project.  
**LOW** – Contracts with well-defined and specific scopes, minimal probability of costs overruns and low financial risk exposure. Scope clarification meeting held, if applicable.

**Typical Project Type**

- **Bridge Inspection:** bridge inspections.
- **CEI:** subconsultants providing support personnel, ITS.
- **Design:** simple 3R rural, 3R urban ride only.
- **Geotechnical:** all.
- **PD&E:** accurate and specific scope & pre-negotiation meetings.
- **Planning:** most planning.
- **Survey:** all, including SUE.
- **Traffic Operations:** traffic operations studies; traffic counts.

**MEDIUM** – Projects with potential for additional coordination efforts with outside agencies/parties; coordination with several Districts, multiple municipalities, etc.

**Typical Project Type**

- **Bridge Inspection:** bridge scour.
- **CEI:** standard CEI contract.
- **Design:** design for new alignments, major reconstruction, and widening.
- **PD&E:** experimental design and broad scopes.
- **Planning:** some planning.
- **Railroads:** all.
- **Traffic Operations:** traffic signal projects, ITS design

**HIGH** – lump sum consultant contracts with possibility of overrunning costs; experimental design; projects involving significant financial risk, hazardous materials, and potential for significant unknown issues.

**Typical Project Type**

- **CEI:** high visibility, lump sum CEI contracts, multiple projects.
- **Design:** projects with multiple bridges.
- **PD&E:** multiple alternatives, multiple agency approval required.
- **Planning:** large multimodal projects (airports, seaports, railroads, transit).

**Degree of (Financial) Risk Allowed Range: 3% to 5%**

**Consultant %: 3.50%**

**JUSTIFICATION:**

Low to medium: Design for new alignment but not major reconstruction.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**OPERATING MARGIN JUSTIFICATION**

375-030-82  
 PROCUREMENT  
 02/16

**4. PROJECT SCHEDULE**

**LOW** – no critical short term deadlines or requirements for large staffing concentrations, unfunded projects to go on the shelf.

**Typical Project Type**

- **Bridge Inspection:** bridge inspection; bridge scour.
- **CEI:** resurfacing; support services.
- **Design:** all 3R projects, standard schedule
- **PD&E:** no design phase scheduled in Work Program.
- **Planning:** all.
- **Railroads:** all.
- **Traffic Operations:** ITS.
- **Survey:** all 3R projects.

**MEDIUM** – standard schedule.

**Typical Project Type**

- **Bridge Inspection:** generally not applicable.
- **CEI:** ITS; push button construction.
- **Design:** standard design; bridges, large corridors.
- **Traffic Operations:** traffic counts.
- **Survey:** increased number of crews needed

**HIGH** – High visibility projects with short durations and aggressive schedules requiring large commitment of staff. Fast track projects with high profile and quick implementation schedule.

**Typical Project Type**

- **Bridge Inspection:** generally not applicable.
- **CEI:** multi-financial project contract, construction bonus, urban (day & night), high visibility; phased utility reallocations by others during the construction project.
- **Design:** mobility/economic stimulus.
- **PD&E:** design phase funded in the Work Program, bridge replacements.

<b>Project Schedule Allowed Range: 1% to 3%</b>	<b>Consultant %: 2.00%</b>
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**JUSTIFICATION:**  
 Medium: Standard Design.

**5. COST CONTROL EFFORTS**

The degree to which the Consultant controls its costs for wages rates (by region), overhead, expenses and FCCM. The cost control is not generally dependent upon the type of project. Factors to be considered in negotiating this criteria are the following, and other project-specific items:

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>• Burdened salary rates (by region) by classification.</li> <li>• Reasonableness of the proposed distribution of staffing for the project.</li> </ul> | <ul style="list-style-type: none"> <li>• Specialized services requiring specialized staff.</li> <li>• Reimbursed or excluded premium overtime.</li> </ul> |
|--|---|

**LOW** – (3% to 6%) Lower or minimal cost control efforts.

**MEDIUM** – (7% to 15%) Moderate cost control efforts.

**HIGH** – (16% to 27%) Substantial cost control efforts.

<b>Cost Control Efforts Allowed Range: 3% to 27%</b>	<b>Consultant %: 19.00%</b>
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**JUSTIFICATION:**  
 Good overhead control, multiple disciplines required.

**6. OPERATING MARGIN JUSTIFICATION TOTAL**

The total for items 2 through 5 will be calculated for you.

<b>Total Allowed Range: 12% to 42%</b>	<b>Consultant %: 30.5%</b>
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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**OPERATING MARGIN JUSTIFICATION**

375-030-82  
 PROCUREMENT  
 02/16

**7. CONTRACT DURATION ADJUSTMENT FACTOR**

For contracts of longer duration (reference table below), the Department shall allow a Contract Duration Adjustment Factor (CDAF). CDAF is defined as an economic price adjustment, necessitated by instability of labor costs for an extended period of contract performance (Reference 48 CFR Section 16.203). CDAF is not negotiated, but shall be a fixed number of points based on the overall anticipated length of contract (project schedule). CDAF points shall be allocated by the Department as follows:

	Anticipated Length of Contract	CDAF Points	
	0-12 Months	0	
	13-24 Months	0	
	25-36 Months	3	
	37-48 Months	4.5	
	49-60 Months	5.5	

- a) For new contracts, CDAF is applied beginning with the first labor hour incurred.
- b) CDAF shall only be applicable for contracts selected (contract final ranking) on or after November 1, 2014.
- c) In the event a contract selected on or after November 1, 2014 is extended (time extension) by six or more months, CDAF shall be applied prospectively to the extended/remaining services only, in accordance with the table shown above.
- d) CDAF shall not be applied to contracts selected before November 1, 2014, nor contract amendments/time extensions for contracts selected before November 1, 2014.
- e) For calculation purposes, CDAF shall be added to operating margin and applied to unloaded direct salaries.
- f) CDAF is applicable only to consultant firms who are awarded operating margin points.

For Calculation purposes, CDAF shall be added to Operating Margin and applied to direct salaries:

**Allowed CDAF for this project: 0**



**ATTACHMENT A**  
**TOPOGRAPHIC SURVEY FEES**

**NOBLES CONSULTING GROUP, INC.**



600 UNIVERSITY OFFICE BLVD., SUITE 17-B  
PENSACOLA, FL 32504  
P:850.857.7725

September 6, 2016

Attn: **D. Allen Vinson**, PE, CDT  
*Project Engineer*

**HDR**

25 W. Cedar Street, Suite 200  
Pensacola, FL 32502  
D 850.429.8908 M 850.375.1309  
[allen.vinson@hdrinc.com](mailto:allen.vinson@hdrinc.com)

**RE: Devine Farm Road Survey - Surveying Services along Devine Farm Road and Witt Drive, in Pensacola, Escambia County, Florida, lying in Section 3, Township 1 South, Range 31 West and Section 36, Township 1 North, Range 31 West.**

Dear Mr. Vinson:

This is to confirm your recent request for professional surveying services. **Nobles Consulting Group, Inc. (NCG)** hereby presents the following proposal to perform the following described services.

Scope of Services

Devine Farm Road Topographic Survey

See Exhibit "A" for topographic location limits.

- Collect topographic information to include all aboveground visible improvements, edges of pavement, lane lines, driveways, signage, storm sewer and structures (with invert elevations where accessible), and sanitary sewer and structures (with invert elevations where accessible).
- Cross-section intervals shall not exceed 100'. Where possible, topographical data shall exceed the right of way width by a minimum of 5'.
- Depict calculated rights of way of Devine Farm Road, Witt Drive, and County Road 97, based on field-located boundary monuments.
- Locate and depict aboveground visible evidence of underground utilities as evidenced by aboveground features marked by others, at the time of field survey. *\*The Surveyor will not be responsible for coordinating the location of underground utilities.*
- Reference Survey and submitted electronic files to the Florida North Zone State Plane Coordinate System, North American Datum of 1983 and the North American Vertical Datum of 1988.
- Provide 4 project control points with horizontal and vertical values, being no more than 1,000' apart.
- Prepare legal description and sketch of parcel to be acquired based on configuration provided to NCG.

**42 Hours of Field Work @ \$155.00/hour = \$6,510.00**

*(Traverse, Bench Line, Topographic Data Collection, Locate right of way and alignment monumentation, Reference Project Database to Published Horizontal/Vertical Control, Set Project Control)*



600 UNIVERSITY OFFICE BLVD., SUITE 17-B  
PENSACOLA, FL 32504  
P:850.857.7725

<b>6 Hours PSM @ \$125.00/hour</b> <i>(Project Management and Supervision)</i>	=	<b>\$750.00</b>
<b>26 Hours of Cad @ \$75.00/hour</b> <i>(Process Data, prepare Survey, and Legal Description and Sketch)</i>	=	<b><u>\$1,950.00</u></b>
<b>Lump Sum Total for Topographic Survey</b>	=	<b>\$9,210.00</b>

If you have any questions concerning this proposal or need any other information, please feel free to contact me by telephone at (850) 857-7725.

**Deliverables of the Survey shall include 3 signed and sealed sets and an electronic drawing file in an AutoCAD Civil 3D format.**

Sincerely,  
**Nobles Consulting Group, Inc.**

Eric B. Stuart, LS  
Branch Manager

**Exhibit "A" – Limits of Topographic Survey**



**ATTACHMENT B**

**GEOTECHNICAL INVESTIGATION FEES**

**LARRY M. JACOBS AND ASSOCIATES, INC**



September 7, 2016

D. Allen Vinson, PE, CDT  
Project Engineer  
HDR  
25 W. Cedar Street, Suite 200  
Pensacola, FL 32502

**SUBJECT: Geotechnical Exploration Proposal  
Proposed Devine Farm Road Extension  
Escambia County, Florida**

Dear Allen:

*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 proposed boardwalk areas and use this information to provide recommendations for earthwork and foundation design. 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 the open right-of-way located near the east end of Devine Farm Road in Escambia County. We understand that the project consists of extending Devine Farm Road to Highway 97. The length of the proposed road is roughly 520 feet based on aerial images. We understand that stormwater is planned to be managed by a roadside swale(s) or a stormwater pond. 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.
- ▼ 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 an Escambia County Right-of-Way Permit.
- ▼ Mobilize a truck mounted drill rig and drill team to the site.
- ▼ Drill four Standard Penetration Test (SPT) borings to a depth of 6 feet in the proposed roadway area.
- ▼ Drill two SPT borings to a depth of 15 feet in the stormwater swale/pond area. This boring depth is not intended to explore for conditions suitable for a sand chimney design.
- ▼ Collect a bulk sample of subgrade material for the Limerock Bearing Ratio Test.
- ▼ Collect up to 2 Shelby Tube samples for laboratory permeability testing.
- ▼ Perform a visual classification and laboratory testing of the soil samples obtained during our exploration. Our proposal includes up to two falling head permeability tests on the Shelby tube samples with corresponding grainsize testing. We have also included a basic properties testing budget including wash #200 sieve and natural moisture content tests to evaluate and document soil properties for our analysis.
- ▼ Perform a Limerock Bearing Ratio Test on the existing subgrade material.
- ▼ Analyze the test data to develop geotechnical engineering recommendations for the project.



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 geotechnical report that will address the following:

- ▼ Existing site characteristics.
- ▼ Exploration, testing, and sampling methods.
- ▼ Subsurface soils encountered and soil classifications.
- ▼ Depth to groundwater at the time of drilling.
- ▼ A discussion of laboratory test results.
- ▼ Results of the LBR test.
- ▼ Site preparation recommendations including subgrade compaction, fill placement, etc.
- ▼ Stormwater pond design recommendations including vertical and horizontal hydraulic conductivities, fillable porosity, and estimated seasonal high groundwater levels.
- ▼ General asphalt roadway recommendations and discussion including typical recommended base types and thicknesses and typical asphalt thicknesses.

#### **ESTIMATED COSTS**

Attached as **Figure #1** is a breakdown of the costs for this project. We propose to provide the scope of services in this proposal for a cost of **\$3,944.00**. This proposal assumes that the boring locations are accessible with our truck mounted drill rig, we have right of entry to the site, 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 horizontal line.

David L. Liechty, PE  
Project Engineer

Attachments

**LMJ COST BREAKDOWN**

<b>CLIENT:</b>	<b>Mr. Allen Vinson/HDR</b>
<b>PROJECT:</b>	<b>Devine Farm Road Extension, Escambia County, FL</b>

UNIT FEE	EST. QTY	EST. COST
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**FIELD TESTING/DRILLING SERVICES**

MOBILIZATION OF TRUCK MOUNTED DRILL RIG	0-25 MI	\$350.00 /EA	1	350.00
	26-75 MI	\$425.00 /EA		
	76-125 MI	\$475.00 /EA		
STANDARD PENETRATION TEST BORINGS 4@6' 2@15'	0-40 FT	\$13.00 /LF	54	702.00
	41-80 FT	\$15.00 /LF		
	81-120 FT	\$18.00 /LF		
TRIPOD BORINGS	0-30 FT	\$19.00 /LF		
	31-60 FT	\$21.00 /LF		
OBTAIN UNDISTURBED/SHELBY TUBE/BULK SAMPLE		\$80.00 /EA	3	240.00
ENGINEERING TECHNICIAN (LOCATE BORINGS & CLEAR UTILITIES)		\$53.00 /HR	2	106.00
ENGINEERING TECHNICIAN MILEAGE		\$0.50 /MI		
OBTAIN ESCAMBIA COUNTY R/W PERMIT		\$200.00 /EA	1	200.00
<b>FIELD TESTING/DRILLING TOTAL</b>				<b>\$1,598.00</b>

**LABORATORY TESTING SERVICES**

WATER CONTENT		\$15.00 /EA		
SIEVE ANALYSIS		\$55.00 /EA		
WASH #200 SIEVE		\$35.00 /EA		
PERMEABILITY (INCL. UNIT WEIGHT & MOISTURE CONTENT)		\$100.00 /EA	3	300.00
ATTERBERG LIMITS TEST		\$85.00 /EA		
LIMEROCK BEARING RATIO (LBR)		\$350.00 /EA	1	350.00
CONSOLIDATION TEST		\$475.00 /EA		
BASIC PROPERTIES TESTING ALLOWANCE				200.00
<b>LABORATORY TESTING TOTAL</b>				<b>\$850.00</b>

**ENGINEERING SERVICES**

SENIOR PRINCIPAL GEOTECHNICAL ENGINEER		\$135.00 /HR		
PRINCIPAL GEOTECHNICAL ENGINEER		\$120.00 /HR	1	120.00
PROJECT ENGINEER		\$105.00 /HR	12	1,260.00
PROJECT MANAGER		\$100.00 /HR		
CAD TECHNICIAN		\$58.00 /HR	2	116.00
<b>ENGINEERING TOTAL</b>				<b>\$1,496.00</b>

<b>TOTAL ESTIMATED COST</b>	<b>\$3,944.00</b>
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**Escambia County Public Works Department  
Engineering Division  
3363 W. Park Place  
Pensacola, Florida 32505**

**CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)**

Project Name: Design Services for Devine Farms Road at Highway 97  
 Project ID: PO 170725  
 Location: \_\_\_\_\_  
 Project Manager: Elizabeth Bush  
 Date: 6/14/2017

*Jay Jones*  
Jay Jones  
 Civil Engineer, P.E.  
 Email: jjones@escambia.com, c-15  
 2017.06.14 10:24:22 6/10/17

Signature Approval, Division Chief

This section to be completed by Project Managers:

**DESCRIPTION OF REQUEST**

RFF change order request for time and funds for HDR. The original scope for Devine Farm Road at Highway 97 Intersection Improvements needs to be updated to include additional services associated with the future Devine Farm Road & Highway 97 Intersection. A stormwater pond design has been added to the scope of work which will be to reevaluate the existing pond for the Windsong Subdivision. In order to design changes to the pond, runoff calculations will need to be provided for Highway 97 and Windsong Subdivision in order to see how this pond would affect the overall conveyance system. The original design contract was delayed due to the construction of Highway 97 not being completed until late February. This caused a 90 day delay for which that time will need to be added back to the contract and the additional scope will add 90 days for a total of 180 days. The new completion date will be November 1, 2017. The funding required for the change order will be \$30,788.38 for a new contract amount of \$80,193.12. Please see attached for additional information.

Attached backup documentation \_\_\_\_\_ page (s).  
 RFF/NTP Start Date 5/5/2017 or Upon Issuance of Notice to Proceed  
 Time shall be increased/decreased by 180 calendar days.  
11/1/2017 Completion date

			Obligated	Required
Balance of CIP Project				
Funds for Original Construction Contract				
Funds for Construction CO#				
Contract PD		Contractor		
Funds for Original Task Order				
Funds for Addendum #				
Task Order PD		Consultant		\$ 30,788.38
Funds for Original Work Order				
Funds for Change Order #				
Contract PD				
Funds for Contingency		Consultant		
Funds for Permit Fees		Agency		
Funds for Land Purchases		Owner		
Funds for Title Work		Company		
Contract PD		Contractor		
Funds for				
<b>New Balance of CIP Project</b>			\$ -	\$ (30,788.38)

**This section to be completed by Administration to accomplish fund transfer:**

From:	Fund	Project #	Project Name	Amount
	_____	_____	_____	_____
To:	Fund	Project #	Project Name	Amount
	_____	_____	_____	_____
			Transfer	_____
County Engineer Signature		Transferred by	Transfer Date	
_____		_____	_____	

Posted to Expedition  
 Date: \_\_\_\_\_





## Scope of Work:

### **Devine Farm Road at Highway 97 Intersection Improvements (Supplemental Services 1)**

#### Background:

The original scope for Devine Farm Road at Highway 97 Intersection Improvements needs to be updated to include additional services associated with the future Devine Farm Road & Highway 97 Intersection. A stormwater pond design has been added to the scope of work which will be to reevaluate the existing pond for the Windsong Subdivision. In order to design changes to the pond, runoff calculations will need to be provided for Highway 97 and Windsong Subdivision in order to see how this pond would affect the overall conveyance system.

#### Project Limits:

The amended project limits includes consideration for a pond site in the area located northeast of the proposed Devine Farm Road and Highway 97 intersection. Project limits will also include the review of as-built plans and areas flowing to the stormwater conveyance system on Highway 97.

#### Assumptions and Conditions:

1. The original assumptions and conditions still apply.
2. The as-built/record drawings for the recent Highway 97 project will be used to evaluate the Highway 97 conveyance system. The County will provide other area plans such as those for the Windsong subdivision which flows into this conveyance system.
3. The general intent of the work is to provide the new Devine Farms alignment design, review existing Highway 97 stormwater conveyance plans, and redesign a stormwater pond with the goal of 100 year attenuation of Highway 97 flows north of the pond and provide treatment for the Devine Farms Road improvements while meeting County criteria for 25-year conveyance.

#### Schedule

Design work for the project was delayed due to the construction on Highway 97. That construction is now complete. This supplement will require the addition of 90 calendar days to the contract in order to account for the additional time and the supplemental scope of work.



**HDR Tasks:**

- Task 1 Project Coordination and Data Collection**
- Task 2 Roadway Design & Plans**
- Task 3 Permitting**
- Task 4 Limited Construction Assistance**



## Task 1 Project Coordination and Data Collection

### Objective:

This task consists of coordination, acquisition, and assembly of available data for use in design.

### Supplemental Activities:

#### Project Coordination

- Coordinate & review additional data provided by Escambia County including stormwater plans for the Windsong Subdivision, Highway 97, and Glenmoor Trail Subdivision.
- Utility Coordination: Additional data collection and coordination activities associated with utility owners located on Highway 97.

#### Topographic Survey

- Collect topographic information to include all aboveground visible improvements, edges of pavement, lane lines, driveways, signage, storm sewer and structures (with invert elevations where accessible), sanitary sewer and structures (with invert elevations where accessible), and protected trees as defined by the Escambia County Code of Ordinances.
- Cross-section intervals shall not exceed 100'. Where possible, topographical data shall exceed parcel lines by a minimum of 5'. East limit of survey will be the west edge of pavement of Highway 97 South.
- Depict calculated parcel lines and right of way of Highway 97 South, based on field-located boundary monuments.
- Locate and depict aboveground visible evidence of underground utilities as evidenced by aboveground features marked by others, at the time of field survey. The Surveyor will not be responsible for coordinating the location of underground utilities. HDR will provide this coordination to be picked up by the Surveyor.
- Reference Survey and submitted electronic files to the Florida North Zone State Plane Coordinate System, North American Datum of 1983 and the North American Vertical Datum of 1988.
- Provide 2 project control points with horizontal and vertical values, being no more than 1,000' apart.
- Field work: traverse, bench line, topographic data collection, locate right of way and alignment monumentation, reference project database to published horizontal/vertical control, set project control.
- Project management & supervision by PSM.
- CAD work: Process Data, and prepare Survey.

#### Geotechnical Exploration

- Locate the borings at the site.
- Clear registered utilities at the site with Sunshine State One Call. Private or non-registered utilities are the responsibility of the client to clear.
- Drill six Standard Penetration Test (SPT) borings to a depth of 30 feet in the Windsong stormwater pond area. This boring depth is intended to explore for conditions suitable for a sand chimney design.



- Collect up to 3 additional Shelby Tube samples for laboratory permeability testing.
- Perform a visual classification and laboratory testing of the soil samples obtained during our exploration. Our proposal includes up to three additional falling head permeability tests on the Shelby tube samples with corresponding grainsize testing. Also included is a basic properties testing budget including wash #200 sieve and natural moisture content tests to evaluate and document soil properties for our analysis.
- Analyze the test data to develop geotechnical engineering recommendations for the project.
- Provide a geotechnical report of findings including: Existing site characteristics, exploration/testing/sampling methods, subsurface soils encountered with classifications, depth to groundwater at the time of drilling, a discussion of laboratory test results, stormwater pond design recommendations including vertical and horizontal hydraulic conductivities, fillable porosity, and estimated seasonal high groundwater levels. Sand chimney design criteria will be provided if applicable.

Deliverables:

- No changes from original scope other than the additions listed herein.



## **Task 2      Roadway Design & Plans**

### Objective:

This task involves the development of construction plans. Phase submittals will be made at the conceptual, 60%, and Final design stages.

### Supplemental Activities:

#### Roadway Design

- Prepare a re-creation of stormwater design for Highway 97 utilizing as-builts provided to the County.
- Design stormwater pond expansion for the Windsong Pond location. The pond will be designed to meet the compensatory stormwater treatment and attenuation requirements for the proposed Devine Farm Road re-alignment. An additional goal of the pond is to attenuate stormwater runoff flowing down Highway 97.
- Provide existing and proposed condition ditch & storm drain calculations for Highway 97 in order to determine the effects of design. The goal is to show that all County stormwater design criteria are met.
- Provide additional quantification and cost estimating which will be included with deliverables and be utilized in bid documents covered under original tasks.
- Prepare a design documentation report compiling additional project design information under the original tasks.

#### Plans Preparation

- Drainage Map
- Summary of Pay Items Sheet (additions)
- Roadway Plan & Profile Sheets (includes Utility Adjustments, additional drainage crossing)
- Drainage Structure Sheets (additional drainage structures)
- Cross Section Sheets (additional cross sections)
- Stormwater pond detail sheets

### Deliverables:

- No changes from original scope other than the additions listed herein.



### **Task 3      Permitting**

#### Objective:

Provide project information, plans, and details required for environmental agency authorization to construct project improvements.

#### Supplemental Activities:

- There do not appear to be wetlands located within the supplemental project limits.
- Permitting will require a modification to the Windsong Pond permit. It is anticipated that design will need to show that the original subdivision design is met along with the additional stormwater objectives for this project. Permitting may require bringing the existing pond up to current permitting criteria. The original scope assumed that the project would meet the FDEP 10/2 rule. Manhours have been added for the additional permitting effort.
- HDR will hold a pre-application meeting per the original scope (no change) with NFWFMD or FDEP. USACE permitting is not expected because there do not appear to be wetlands in the project limits (no change). A permitting fee contingency was included in the original scope of work (no change).

#### Deliverables:

- Permit Modification Documents & meeting minutes.



#### **Task 4      Limited Construction Assistance**

Objective:

Provide limited construction assistance activities as requested by the County.

Supplemental Activities:

- Attend onsite construction meetings as necessary. Assume monthly meetings and 2 additional months for the construction schedule (2 additional meetings).
- Provide shop drawing review (additional shop drawings).

Deliverables:

- No changes from original scope other than the additions listed herein.

**HDR ACTIVITIES/SALARIES FEE COMPUTATIONS FOR  
Devine Farm Road at Highway 97 Intersection Improvements  
Supplemental Services 1**

ACTIVITY	Project Manager		Sr. Engineer		Professional Engineer		Engineer Intern		CADD Technician		Administrative		Activity Fee	Manhours By Activity	Average Hourly Rate
	Man-Hours	Hourly Rate	Man-Hours	Hourly Rate	Man-Hours	Hourly Rate	Man-Hours	Hourly Rate	Man-Hours	Hourly Rate	Man-Hours	Hourly Rate			
<b>HDR LUMP SUM TASKS</b>															
Task 1 - PROJECT COORDINATION & DATA COLLECTION	10	\$ 140.66	1	\$ 175.86	2	\$ 126.58	2	\$ 82.99	0	\$ 94.44	0	\$ 105.44	\$ 2,001.60	15	\$ 133.44
Task 2 - ROADWAY DESIGN & PLANS	14	\$ 140.66	7	\$ 175.86	42	\$ 126.58	28	\$ 82.99	47	\$ 94.44	3	\$ 105.44	\$ 15,595.34	141	\$ 110.61
Task 3 - PERMITTING	3	\$ 140.66	1	\$ 175.86	7	\$ 126.58	3	\$ 82.99	3	\$ 94.44	1	\$ 105.44	\$ 2,121.63	17	\$ -
<b>HDR LIMITING AMOUNT TASKS</b>															
Task 4 - LIMITED CONSTRUCTION ASSISTANCE	2	\$ 140.66	1	\$ 175.86	4	\$ 126.58	1	\$ 82.99	2	\$ 94.44	1	\$ 105.44	\$ 1,340.81	11	\$ 121.89
<b>HDR TOTALS</b>	29	\$ 140.66	10	\$ 175.86	55	\$ 126.58	34	\$ 82.99	52	\$ 94.44	5	\$ 105.44	\$ 21,059.38	185	\$ 113.83

CONTRACT FEE SUMMARY

**Lump Sum Tasks**

HDR Task 1 - PROJECT COORDINATION & DATA COLLECTION	\$ 2,001.60
HDR Task 2 - ROADWAY DESIGN & PLANS	\$ 15,595.34
HDR Task 3 - PERMITTING	\$ 2,121.63
<b>Total Lump Sum:</b>	<b>\$ 19,718.57</b>

**Limiting Amount Tasks**

HDR Task 3 - Permitting Fee Contingency	\$ -
HDR Task 4 - LIMITED CONSTRUCTION ASSISTANCE	\$ 1,340.81
Subconsultant Task: Nobles Consulting Group, Inc. (Survey)	\$ 4,500.00
Subconsultant Task: Larry M. Jacobs & Associates, Inc. (Geotech)	\$ 5,229.00
<b>Total Limiting Amount:</b>	<b>\$ 11,069.81</b>

**PROJECT TOTAL**

**\$ 30,788.38**



**Escambia County Design, Engineering and Inspection Services**  
 FDOT Audited Rate Calculation for HDR Engineering, Inc.

FDOT Audited Rates	HDR
Home Office Overhead	149.000%
FCCM	0.298%
Home Office Expense	8.670%
Operating Margin	30.500%

Category	2016 Base Rate	Proposed Billing Rate
<b>Project Manager</b>	\$ 48.76	\$ 140.66
<b>Senior Engineer</b>	\$ 60.97	\$ 175.86
<b>Professional Engineer</b>	\$ 43.88	\$ 126.58
<b>Engineer Intern</b>	\$ 28.77	\$ 82.99
<b>CADD Technician</b>	\$ 32.74	\$ 94.44
<b>Administrative</b>	\$ 36.55	\$ 105.44

*Note: No change from original contract.*

**Billing Rate = Base Rate x (1+HOO+FCCM+HOE+OM)**

**TASK LIST**  
**Devine Farm Road at Highway 97 Intersection Improvements**  
 Supplemental Services 1

**ACTIVITY: TASK 1 - PROJECT COORDINATION & DATA COLLECTION**

Task	Basis of Estimate	No. of Units	Hours/ Unit	Total Hours	Remarks
Design Meetings	EA	0	1.5	0	1 attendee X 1.5 hours including prep
Status Reports	EA	2	0.5	1	
Data Collection & Review	LS	1	8	8	
Utility Coordination	EA	4	1.5	6	
Public Involvement Assistance	EA	0	4	0	
See Attachment A for Topographic Survey Subconsultant Price					
See Attachment B for Geotech Investigation Subconsultant Price					
<b>Subtotal</b>				15	
Quality Control	0%			0	
Supervision	0%			0	
<b>TOTAL</b>				15	

**TASK LIST**  
**Devine Farm Road at Highway 97 Intersection Improvements**  
 Supplemental Services 1

**ACTIVITY: TASK 2 - ROADWAY DESIGN & PLANS**

Task	Basis of Estimate	No. of Units	Hours/ Unit	Plan Sheets	Total Hours	Remarks
Roadway Design:						
Conceptual Layout & Matrix	LS	0	16		0	
Geometric Design	LS	1	4		4	for pond site
Stormwater Design	LS	1	60		60	
Cost Estimating	LS	1	8		8	
Design Documentation	LS	1	8		8	
Plans Preparation:						
Key Sheet	Sheet	0	2	0	0	
Drainage Map	Sheet	1	8	1	8	added
Summary of Pay Items	Sheet	1	2	0	2	
Typical Sections	EA	0	1.5	0	0	
General Notes	Sheet	0	4	0	0	
Plan & Profile Sheets	Sheet	1	18	1	18	includes erosion control & utility adjustments
Drainage Structures	EA	6	2	1	12	
Cross Sections	EA	6	0.5	1	3	
Drainage or Pond Details	EA	1	8	1	8	
<b>Total Additional Plan Sheets</b>				5		
<b>Manhour Subtotal</b>					131	
Quality Control	5%				7	
Supervision	2%				3	
<b>TOTAL</b>					141	

**TASK LIST**  
**Devine Farm Road at Highway 97 Intersection Improvements**  
 Supplemental Services 1

**ACTIVITY: TASK 3 - PERMITTING**

Task	Basis of Estimate	No. of Units	Hours/ Unit	Total Hours	Remarks
FDEP Pre-app Meeting	EA	0	4	0	2 attendees, including prep
FDEP Permit Modification	LS	1	16	16	Includes all forms, figures, & permit plans.
<b>Subtotal</b>				16	
Quality Control	5%			1	
Supervision	0%			0	
<b>Total</b>				17	

**TASK LIST**  
**Devine Farm Road at Highway 97 Intersection Improvements**  
 Supplemental Services 1

**ACTIVITY: TASK 4 - LIMITED CONSTRUCTION ASSISTANCE**

Task	Basis of Estimate	No. of Units	Hours/ Unit	Total Hours	Remarks
Attend pre-construction meeting	EA	0	2	0	
Attend onsite meetings	EA	2	2	4	
Shop drawing review	EA	6	1	6	
RFI's during construction	LS	0	8	0	
Record Drawings	LS	0	8	0	
<b>Subtotal</b>				10	
Quality Control	3%			1	
Supervision	0%			0	
<b>Total</b>				11	



**ATTACHMENT A**  
**TOPOGRAPHIC SURVEY FEES**

**NOBLES CONSULTING GROUP, INC.**



600 UNIVERSITY OFFICE BLVD., SUITE 17-B  
PENSACOLA, FL 32504  
P:850.857.7725  
F:850.857.7726

May 22, 2017

Attn: **D. Allen Vinson**, PE, CDT  
*Project Engineer*

**HDR**

25 W. Cedar Street, Suite 200  
Pensacola, FL 32502  
**D** 850.429.8908 **M** 850.375.1309  
[allen.vinson@hdrinc.com](mailto:allen.vinson@hdrinc.com)

**RE: Windsong Pond - Surveying Services on Parcel A of Windsong, as recorded in Plat Book 18, page 41, being Escambia County Reference Parcel 361N313100025003 on Highway 97 South, in Cantonment, Escambia County, Florida, lying in Section 36, Township 1 North, Range 31 West.**

Dear Mr. Vinson:

This is to confirm your recent request for professional surveying services. **Nobles Consulting Group, Inc. (NCG)** hereby presents the following proposal to perform the following described services.

**Scope of Services**

**Windsong Pond Topographic Survey**

See Exhibit "A" for topographic location limits.

- Collect topographic information to include all aboveground visible improvements, edges of pavement, driveways, signage, storm sewer and structures (with invert elevations where accessible), sanitary sewer and structures (with invert elevations where accessible), and protected trees as defined by the Escambia County Code of Ordinances.
- Cross-section intervals shall not exceed 100'. Where possible, topographical data shall exceed parcel lines by a minimum of 5'. East limit of survey will be the west edge of pavement of Highway 97 South.
- Depict calculated parcel lines and right of way of Highway 97 South, based on field-located boundary monuments.
- Locate and depict aboveground visible evidence of underground utilities as evidenced by aboveground features marked by others, at the time of field survey. *\*The Surveyor will not be responsible for coordinating the location of underground utilities.*
- Reference Survey and submitted electronic files to the Florida North Zone State Plane Coordinate System, North American Datum of 1983 and the North American Vertical Datum of 1988.
- Provide 2 project control points with horizontal and vertical values, being no more than 1,000' apart.

**20 Hours of Field Work @ \$155.00/hour = \$3,100.00**

*(Traverse, Bench Line, Topographic Data Collection, Locate right of way and parcel monumentation, Reference Project Database to Published Horizontal/Vertical Control, Set Project Control)*



600 UNIVERSITY OFFICE BLVD., SUITE 17-B  
PENSACOLA, FL 32504  
P:850.857.7725  
F:850.857.7726

<b>4 Hours PSM @ \$125.00/hour</b> <i>(Project Management and Supervision)</i>	=	<b>\$500.00</b>
<b>12 Hours of Cad @ \$75.00/hour</b> <i>(Process Data and prepare Survey)</i>	=	<b><u>\$900.00</u></b>
<b>Lump Sum Total for Topographic Survey</b>	=	<b>\$4,500.00</b>

If you have any questions concerning this proposal or need any other information, please feel free to contact me by telephone at (850) 857-7725.

**Deliverables of the Survey shall include electronic drawing files in MicroStation format.**

Sincerely,  
**Nobles Consulting Group, Inc.**

Eric B. Stuart, LS  
Branch Manager

**Exhibit "A" – Limits of Topographic Survey (in red)**







**ATTACHMENT B**

**GEOTECHNICAL INVESTIGATION FEES**

**LARRY M. JACOBS AND ASSOCIATES, INC**



May 22, 2017

D. Allen Vinson, PE, CDT  
Project Engineer  
HDR  
25 W. Cedar Street, Suite 200  
Pensacola, FL 32502

**SUBJECT: Geotechnical Exploration Proposal  
Proposed Devine Farm Road Extension Stormwater Pond  
Escambia County, Florida**

Dear Allen:

**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 proposed project area and use this information to provide recommendations for earthwork and foundation design. 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 proposed pond site is located west of Highway 97, just south of Sundance Lane in Escambia County, Florida. The nearly 2 acre parcel includes an existing stormwater pond servicing the Windsong Subdivision. We understand that the proposed stormwater pond will include expansion of the existing stormwater pond. The borings for the pond include a boring depth to explore for a sand chimney design if applicable. This area is known for erratic and often slow draining surficial soils as well as perched groundwater. A sand chimney design in the stormwater pond may be appropriate for this location based on the results of the borings.

Note that this proposal is based on the acceptance of our previous proposal for Devine Farm Road Extension. The previous proposal also includes the single mobilization for the work in both proposals as well as a portion of the stormwater borings and laboratory testing. The results of the scope for both proposals will be presented in a single report. 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.
- ▼ Clear registered utilities at the site with Sunshine State One Call. Private or non-registered utilities are the responsibility of the client to clear.
- ▼ Drill six Standard Penetration Test (SPT) borings to a depth of 30 feet in the proposed stormwater pond area. This boring depth is intended to explore for conditions suitable for a sand chimney design.
- ▼ Collect up to 3 additional Shelby Tube samples for laboratory permeability testing.
- ▼ Perform a visual classification and laboratory testing of the soil samples obtained during our exploration. Our proposal includes up to three additional falling head permeability tests on the Shelby tube samples with corresponding grain size testing. We have also included a basic properties testing budget including wash #200 sieve and natural moisture content tests to evaluate and document soil properties for our analysis.



- ▼ Analyze the test data to develop geotechnical engineering recommendations for the project.

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 geotechnical report that will address the following:

- ▼ Existing site characteristics.
- ▼ Exploration, testing, and sampling methods.
- ▼ Subsurface soils encountered and soil classifications.
- ▼ Depth to groundwater at the time of drilling.
- ▼ A discussion of laboratory test results.
- ▼ Stormwater pond design recommendations including vertical and horizontal hydraulic conductivities, fillable porosity, and estimated seasonal high groundwater levels. Sand chimney design criteria will be provided if applicable.

### ESTIMATED COSTS

Attached as **Figure #1** is a breakdown of the costs for this project. We propose to provide the scope of services in this proposal for a cost of **\$5,229.00**. This proposal assumes that the boring locations are accessible with our truck mounted drill rig, we have right of entry to the site, 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', written in a cursive style.

David L. Liechty, PE  
Project Engineer

Attachments

## LMJ COST BREAKDOWN

<b>CLIENT:</b>	<b>Mr. Allen Vinson/HDR</b>
<b>PROJECT:</b>	<b>Devine Farm Road Extension Stormwater Pond, Escambia County, FL</b>

UNIT FEE	EST. QTY	EST. COST
----------	----------	-----------

### FIELD TESTING/DRILLING SERVICES

MOBILIZATION OF TRUCK MOUNTED DRILL RIG	0-25 MI	\$350.00 /EA		
	26-75 MI	\$425.00 /EA		
	76-125 MI	\$475.00 /EA		
STANDARD PENETRATION TEST BORINGS 6@30' less 30' from previous proposal	0-40 FT	\$13.00 /LF	150	1,950.00
	41-80 FT	\$15.00 /LF		
	81-120 FT	\$18.00 /LF		
TRIPOD BORINGS	0-30 FT	\$19.00 /LF		
	31-60 FT	\$21.00 /LF		
OBTAIN UNDISTURBED/SHELBY TUBE/BULK SAMPLE		\$80.00 /EA	3	240.00
ENGINEERING TECHNICIAN (LOCATE BORINGS)		\$53.00 /HR	4	212.00
ENGINEERING TECHNICIAN MILEAGE		\$0.50 /MI		
OBTAIN ESCAMBIA COUNTY R/W PERMIT		\$200.00 /EA		

**FIELD TESTING/DRILLING TOTAL** \$2,402.00

### LABORATORY TESTING SERVICES

WATER CONTENT	\$15.00 /EA		
SIEVE ANALYSIS	\$55.00 /EA		
WASH #200 SIEVE	\$35.00 /EA		
PERMEABILITY (INCL. UNIT WEIGHT & MOISTURE CONTENT)	\$100.00 /EA	3	300.00
ATTERBERG LIMITS TEST	\$85.00 /EA		
LIMEROCK BEARING RATIO (LBR)	\$350.00 /EA		
CONSOLIDATION TEST	\$475.00 /EA		
BASIC PROPERTIES TESTING ALLOWANCE			600.00

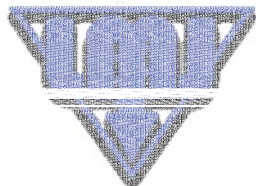
**LABORATORY TESTING TOTAL** \$900.00

### ENGINEERING SERVICES

SENIOR PRINCIPAL GEOTECHNICAL ENGINEER	\$135.00 /HR		
PRINCIPAL GEOTECHNICAL ENGINEER	\$120.00 /HR	1	120.00
PROJECT ENGINEER	\$105.00 /HR	15	1,575.00
PROJECT MANAGER	\$100.00 /HR		
CAD TECHNICIAN	\$58.00 /HR	4	232.00

**ENGINEERING TOTAL** \$1,927.00

**TOTAL ESTIMATED COST** \$5,229.00





**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-12401** **County Administrator's Report 11. 4.**  
**BCC Regular Meeting** **Budget & Finance Consent**

**Meeting Date:** 07/06/2017  
**Issue:** Change Order to Mott MacDonald Florida LLC on Contract PD 12-13.063 Grande Lagoon SD Drainage Project  
**From:** Joy D. Blackmon, P.E., Director  
**Organization:** Public Works  
**CAO Approval:**

**RECOMMENDATION:**

Recommendation Concerning a Change Order to Mott MacDonald Florida LLC, on Contract PD 12-13.063, Grande Lagoon Subdivision Drainage Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to execute Change Order #4 to Mott MacDonald Florida, LLC, on Contract PD 12-13.063, Grande Lagoon Subdivision Drainage Project:

Department:	Public Works
Division:	Engineering/Infrastructure
Type:	Addition
Amount:	\$20,915
Vendor:	Mott MacDonald Florida, LLC
Project Name:	Grande Lagoon Subdivision Drainage
Contract:	PD 12-13.063
PO No.:	140760
CO No.:	4
Original Award Amount:	\$80,382
Cumulative Amount of Change Orders through this CO:	\$55,996
New Contract Total:	\$136,378

[Funding Source: Fund 352, Local Option Sales Tax III, Cost Center 210107/56301, Project #12EN2061]

**BACKGROUND:**

Meeting in regular session on November 21, 2013, the Board approved awarding a contract to Hatch Mott MacDonald Florida LLC (now Mott MacDonald Florida LLC) for the Grande Lagoon Subdivision Project.

In 1972, Grande Lagoon Subdivision started development, with Grande Lagoon West and Grande Lagoon Lakes being recorded in 1974, and Grande Lagoon South in 1978. These developments and Chanticleer made up the Grande Lagoon Subdivision project evaluation area.

The Gulf Beach Highway drainage system drains through the Grande Lagoon drainage systems, easements, ponds, and/or lakes. The lake systems within the Grande Lagoon Drainage area are privately owned and maintained by the homeowners association. However, the roadways and drainage systems are county-maintained and they discharge, in part, to these private lakes. Following the June 2012 storm events, (Hatch) Mott MacDonald Florida LLC was contracted by Escambia County to provide a drainage study and written report of findings with recommended solutions. This report was completed in January 2013 and reviewed with representatives from the Grande Lagoon Homeowners Association in June 2013.

Change Order #1 added \$35,081 from the April 2014 storm event, to allow (Hatch) Mott MacDonald Florida LLC to prepare a Preliminary Engineering Assessment and cost estimate to address infrastructure damaged by the storm and additional design for recommended enhancements to key system components for future stability. The storm damage costs have been submitted to the Federal Emergency Management Agency (FEMA) for reimbursement and are identified as Phase I.

Change Order #2 added a project number for the April 2014 storm portion of the purchase order (Phase I) and Change Order #3 added time to the contract.

This Change Order, #4, in the amount of \$20,915, is for collecting additional topographical survey, to analyze hydrological data for finalizing 100% design, and for limited construction and bidding assistance, and as-built certification to complete originally-planned improvements that were delayed by the 2014 storm. This final phase is identified as Phase 2.

**BUDGETARY IMPACT:**

Funds for this project are available in Fund 352, Local Option Sales Tax III, Cost Center 210107/56301, Project #12EN2061.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchase and Contracts.

**IMPLEMENTATION/COORDINATION:**

Upon approval of this recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

---

**Attachments**

Original PO with Agreement

Change Order 1

Change Order 2

Change Order 3

MM - Change Order 4

---

**BOARD OF COUNTY COMMISSIONERS**  
 ESCAMBIA COUNTY FLORIDA  
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101  
 PO BOX 1591  
 PENSACOLA, FL 32591-1591  
 (850) 595-4980

INVOICE  
 PLEASE EMAIL INVOICES TO:  
 oscumbia.invoices@oscambiacflark.com  
 CLERK OF THE COURT & COMPTROLLER  
 HON. PAM CHILDERS  
 221 PALAFOX PLACE, SUITE 140  
 PENSACOLA, FL 32502-5843

VENDOR  
 081206  
 HATCH MOTT MACDONALD FLORIDA LLC  
 5111 N 12TH AVENUE  
 PENSACOLA FL 32504

SHIP TO  
 ENGINEERING  
 ENGINEERING DEPARTMENT  
 3363 WEST PARK PLACE  
 PENSACOLA FL 32505  
 ATTN: ROBIN LAMBERT

ORDER DATE: 11/26/13 BUYER: PAUL NOBLES REQ. NO.: 14000844 REQ. DATE: 11/22/13

TERMS: NET 30 DAYS F.O.B.: N/A DESC.: PD 12-13.063

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
CONTACT CHRIS CURB AT 595-3419 IF YOU HAVE ANY QUESTIONS					
01	1.00	LOT	CONTRACT AWARD PER THE TERMS AND CONDITIONS OF PD 12-13.063 "GRANDE LAGOON SUBDIVISION DRAINAGE, BCC APPROVAL 11/21/2013	80382.0000	80,382.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	80,382.00
01	210107 56301	80,382.00	12EN2061	TOTAL \$	80,382.00

APPROVED BY



PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA

1-24. Approval of Various Consent Agenda Items ▶

Motion made by Commissioner Robinson, seconded by Commissioner May, and carried unanimously, approving Consent Agenda Items 1 through 24, as follows, with the exception of Items 6 and 17, which were held for separate votes:

1. Approving the renewal of PD 10-11.064, Property, Boiler and Machinery, Crime, and Accidental Death and Dismemberment (Statutory Death Benefits), to Whitman and Whitman, Inc., to provide Property Insurance, not to exceed the amount of \$1,288,467.44, for the period of December 1, 2013, through December 1, 2014 (Funding: Fund 501, Internal Service Fund, Cost Center 140835, Object Code 54501).
2. Awarding a contract to Hatch Mott MacDonald, LLC, per the terms and conditions of PD 12-13.063, Grande Lagoon Subdivision Drainage, in the amount of \$80,382 (Funding: Fund 352, "Local Option Sales Tax III," Cost Center Account Code 210107, Object Code 56301, Project Number 12EN2061, "Grande Lagoon").
3. Approving to extend the Interlocal Agreement for the Provision of Emergency Medical Services between the Escambia County Healthcare Authority and Escambia County, Florida, under the current terms and conditions, to allow Escambia County Emergency Medical Service to continue providing ambulance service to that portion of Escambia County, Alabama, generally described as the area of Flomaton, Alabama, for the period December 8, 2013, through December 7, 2014.
4. Taking the following action concerning the 2013 State Homeland Security Grant Program:
  - A. Approving Contract Number: 14-DS-L5-01-27-01-XXX, CFDA Number 97.067, *Federally-Funded Subgrant Agreement*, providing Escambia County Fire Rescue funding, in the amount of \$7,200, for allowable training and exercise costs; and
  - B. Authorizing the Chairman to sign the Agreement.



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

AI-5299

County Administrator's Report 12. 2.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/21/2013

Issue: Contract Award for PD 12-13.063, Grande Lagoon Subdivision  
Drainage

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

A handwritten signature in cursive script, appearing to read "Amy Lovoy".

---

**RECOMMENDATION:**

Recommendation Concerning Grande Lagoon Subdivision Drainage Improvements -  
Amy Lovoy, Management and Budget Services Department Director

That the Board award a Contract to Hatch Mott MacDonald, Florida, LLC, per the terms and conditions of PD 12-13.063, Grande Lagoon Subdivision Drainage, in the amount of \$80,382.

[Funding: Fund 352, "LOST III," Cost Center Account Code 210107, Object Code 56301, Project Number #12EN2061, "Grande Lagoon"]

**BACKGROUND:**

Request for Letters of Interest, PD 12-13.063, Grande Lagoon Subdivision Drainage were publicly noticed on Monday, September 30, 2013 to 104 known firms. Responses were received from 4 firms on Wednesday, October 9, 2013.

**BUDGETARY IMPACT:**

Funding: Fund 352, "LOST III," Cost Center Account Code: 210107, Object Code: 56301, Project Number: #12EN2061, "Grande Lagoon"

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Attorney Standard Form of Contract Form G, Consulting Services for Stand-Alone Services.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts and Florida Statute 287.055, Competitive Consultants Negotiation Act.

**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will issue the Attorney's Standard Form of Contract Form G, Consulting Services for Stand-Alone Services and Purchase Order.

---

**Attachments**

Fee Proposal

---

**STANDARD PROFESSIONAL CONSULTING SERVICES  
CONTRACT DOCUMENTS**

**FOR**

**AGREEMENT BETWEEN  
ESCAMBIA COUNTY**

**AND**

**HATCH MOTT MACDONALD FLORIDA, LLC**

**PD 12-13.063, GRANDE LAGOON SUBDIVISION DRAINAGE**

**FORM G: CONSULTING SERVICES FOR STAND-ALONE  
PROJECTS**

**(Revised July 11, 2013)**

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ARTICLE 5	Compensation and Method of Payment	6
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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 5th day of December, 2013, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "the County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and Hatch Mott MacDonald Florida, LLC, a for-profit corporation authorized to transact business in the State of Florida, whose address is 5111 North 12<sup>th</sup> Avenue, Pensacola, Florida 32504, and whose Federal tax identification number is 59-1394824 (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: Hatch 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 Chris Curb, Engineering Stormwater Manager, Public Works/Engineering. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 CONTRACT SERVICES: The intent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.

1.5 COUNTY: Escambia County is a body corporate and politic and a political subdivision of the State of Florida.

1.6 LUMP SUM COMPENSATION: Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.

1.7 NOTICE TO PROCEED: A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.

1.8 PROJECT: It is the intent of this Agreement that the Consultant provide to the County certain professional services for PD 12-13.063, Grande Lagoon Subdivision Drainage.

**ARTICLE 2**  
**PREAMBLE**

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Under this Agreement, Escambia County will budget funds during Fiscal Year(s) 13-14 in the amount of Eighty Thousand Three Hundred Eighty Two Dollars (\$80,382.00) for this Project.

2.2 The Board of County Commissioners has met the requirements of the Consultants' Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.

2.3 Negotiations pertaining to the services to be performed by the Consultant were undertaken between Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

**ARTICLE 3**  
**SCOPE OF WORK**

The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI) in Specification No. PD 12-13.063, Grande Lagoon Subdivision Drainage, and as represented in the Consultant's Letter of Interest response to PD 12-13.063, 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 \$500,000.00.

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 Eighty Thousand Three Hundred Eighty Two Dollars (\$80,382.00). 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:

Hatch Mott MacDonald Florida, LLC  
5111 North 12<sup>th</sup> Avenue  
Pensacola, Florida 32504

- (d) Invoices to the County shall be sent to:      Notices to the County shall be sent to:

Chris Curb  
Public Works / Engineering  
3363 West Park Place  
Pensacola, Florida 32505

George Touart  
Interim County Administrator  
P.O. Box 1591  
Pensacola, Florida 32597-1591

**ARTICLE 6**  
**ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK**

6.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

**ARTICLE 7**  
**COUNTY'S RESPONSIBILITIES**

7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.

7.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

7.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

7.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

7.5 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

**ARTICLE 8**  
**CONSULTANT'S RESPONSIBILITIES**

8.1 **QUALITY OF SERVICES:**

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or omissions in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate,

more efficient, and properly constructable product in its designs, drawings, specifications, or other services.

(c) The County's review/approval/acceptance of or payment for the services required by this Agreement shall NOT be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

## **8.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:**

(a) The design services provided to the County by the Consultant shall be certified by professional consultants registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional consultants.

(b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Consultant of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

## **ARTICLE 9** **GENERAL PROVISIONS**

### **9.1 OWNERSHIP OF DOCUMENTS:**

(a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such ownership also shall include any electronic files developed or created of such documents.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County's property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

**9.2 TERMINATION:**

(a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.

(d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

**9.3 RECORDS:**

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents, terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

9.4 **NO CONTINGENT FEES:** The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.5 **SUBCONTRACTORS:** The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, it must secure the prior written approval of the County for employment of such subcontractors.

9.6 **ASSIGNMENT:** This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

9.7 **HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:**

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm or corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, and any other indemnification of County by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

**9.8 INSURANCE:** The Consultant is required to carry the following insurance:

(a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability coverage with \$1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than \$5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than five (5) years from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insured's" on all liability policies (except professional liability). Certificates of insurance shall be provided to Claudia Simmons, Purchasing Manager, P.O. Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

**9.9 REPRESENTATIVE OF COUNTY AND CONSULTANT:**

(a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall be addressed.

**9.10 ALL PRIOR AGREEMENTS SUPERSEDED:**

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**9.11 TRUTH-IN-NEGOTIATION CERTIFICATE:** The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

**9.12 HEADINGS:** Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

**9.13 GRATUITIES:** Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

**9.14 CONFLICT OF INTEREST:** The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall



result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

9.15 **SURVIVAL**: All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

9.16 **GOVERNING LAW**: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.

9.17 **INTERPRETATION**: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

9.18 **SEVERABILITY**: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

9.19 **COMPLIANCE WITH LAWS**: The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

9.20 **EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)**: In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment

eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

9.21 PARTICIPATION IN OTHER PROCEEDINGS: At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

9.22 FURTHER DOCUMENTS: The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.

9.23 NO WAIVER: The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and Hatch Mott MacDonald Florida, 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.

Susan Hendrix  
Witness

By: George Touart  
George Touart, Interim County Administrator

Judith H. Witterstaeter  
Witness

Date: 12-5-13

BCC Approved: November 21, 2013

ATTEST: Corporate Secretary

CONSULTANT:  
Hatch Mott MacDonald Florida, LLC, a Florida Corporation authorized to do business in the State Secretary of Florida.

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

By: Charles Baxley  
Charles Baxley, Executive Vice President

Or  
Andrew [Signature]  
Witness

Date: 12-3-13

Reg Scott  
Witness

Exhibit "A"



**Hatch Mott  
MacDonald**

**Hatch Mott MacDonald**  
5111 North 12th Ave  
Pensacola, FL 32504  
T 850.484.6011 www.hatchmott.com

AAC000035 E80000155 L80000678.1

October 28, 2013

Mr. Chris Curb  
Escambia County Engineering  
3363 West Park Place  
Pensacola, Florida 32505

**Re: Proposal for Additional Services  
Grande Lagoon Lakes Subdivision Drainage Improvements  
HMM Project No. 331227**

Dear Chris:

Hatch Mott MacDonald (HMM) is pleased to submit our proposal to provide additional services for the Grande Lagoon Drainage Study project previously authorized by Escambia County (County). After reviewing the Grande Lagoon Lakes Drainage Study Report of Findings, previously prepared by HMM, and meeting with the Grande Lagoon Lakes Homeowners association, Escambia County requested proposal to provide design, permitting and limited construction observation services necessary for the construction of the improvements recommended in Scenario 2 including aesthetic option number 4. This proposal is based on our understanding of the project, the level of effort required to complete the scope of services defined below, as well as past experience with projects of similar size and scope.

#### **BASIC SERVICES**

##### **TASK 1 – Topographic Survey**

HMM will perform a topographic survey for portions of the Grande Lagoon Lakes Subdivision lake system and County road rights-of-ways at each of the proposed improvements to establish the horizontal and vertical control of all visible and apparent features. HMM shall also establish the horizontal location of County roadway rights-of-way where possible and practical based upon readily available data or data provided by Escambia County. Existing easements or other legal encumbrances upon the various properties included within the limits of survey shall be shown where known or if provided by the Escambia County. This task shall also include preparation of descriptions for necessary easements required for construction and/or maintenance of the proposed improvements. Bathymetric survey data shall be collected only as necessary to complete the design of the proposed outfall weir.

**Lump Sum Fee for Task 1 - \$14,770.00**

Exhibit "A"



Hatch Mott  
MacDonald

Mr. Chris Curb  
October 28, 2013  
Page 2 of 4

**TASK 2 – Geotechnical Exploration**

This task shall include advancing bores at various locations within the project limits for the purposes of collecting information concerning subsurface conditions which may affect the proposed improvements and/or construction as well as to determine parameters necessary to complete the design of the proposed improvements.

**Lump Sum Fee for Task 2 - \$2,500.00**

**TASK 3 – Jurisdictional Wetland Delineation and Permitting Assistance**

This task shall include jurisdictional determination of all wetlands regulated under 33 CFR 320-330 (US Army Corps of Engineers in accordance with the Corps of Engineers 1987 wetland delineation manual) and Florida Department of Environmental Protection under 62-340 F.A.C. This task shall also include wetland impacts evaluation and scoring, permit application development, mitigation plan development including wetland impact assessment (if required), and functional quantification, and finally regulatory approval. For the purposes of this proposal it is assumed that the project will qualify for a General Permit (GP) from the NFWMD and a nationwide permit from the USACE. Should individual permits be required from either agency additional design and permitting fees will be required.

**Lump Sum Fee for Task 3 - \$2,929.50**

**TASK 4 – Construction Plans and Specifications**

This task will involve preparation of construction plans, specifications, and bid documents necessary to construct the proposed improvements. The plans will include, at a minimum, the following:

- Cover Sheet
- General Notes
- Demolition and Erosion Control Plan
- Grading and Drainage Plan
- Details required for construction
- Technical specifications clarifying construction materials, methods and standards required for the completion of the proposed improvements.

Review sets of the plans shall be submitted at the 60% design level and plans and technical specifications at the 100% design level. This task shall include a one-time revision of the construction plans at both the 60% and 100% design levels to address and/or incorporate comments issued by the County subsequent to its review.

**Lump Sum Fee for Task 4 - \$36,632.50**



Hatch Mott  
MacDonald

Mr. Chris Curb  
October 28, 2013  
Page 3 of 4

**TASK 5 – Utility Coordination**

This task shall include preparation of plans and coordination with affected utility providers at the 60% and 100% design levels. This task shall also include conduction of a utility coordination meeting and development of a utility conflict matrix at the 60% design level.

**Lump Sum Fee for Task 5 - \$2,290.00**

**TASK 6 – Public Involvement Assistance**

HMM shall prepare for and attend one (1) meeting with the Grande Lagoon Lakes Subdivision Homeowners Association to inform them of progress with respect to the selected design. This meeting will be coordinated and scheduled with Escambia County Engineering Department.

**Lump Sum Fee for Task 6 - \$1,100.00**

**TASK 7 - Permitting**

HMM shall submit for and secure an Environmental Resource Permit through the Northwest Florida Water Management District (NFWFMD) and Nationwide permit through the United State Army Corps of Engineers (USACE) as required for construction of the proposed improvements. This task shall include response to comments or requests for additional information received from NFWFMD and USACE. For the purposes of this proposal it is assumed that the project will qualify for a General Permit from NFWFMD and a nationwide permit from USACE with a permitting allowance of \$1500. Should individual permits be required from either agency additional design and permitting fees will be required.

**Lump Sum Fee for Task 7 - \$5,235.00**

**TASK 8 - Bidding Assistance and Tabulation**

This task shall include those efforts necessary to assist Escambia County during the competitive bid of the proposed project. Included in this task is response to bidder requests for information/clarification, preparation of addenda, attendance at one (1) pre-bid meeting and at one (1) bid opening. HMM shall review and tabulate each submitted bid to verify calculations and the apparent low bidder.

**Lump Sum Fee for Task 8 - \$1,580.00**



Hatch Mott  
MacDonald

Mr. Chris Curb  
October 28, 2013  
Page 4 of 4

**TASK 9 – Subsurface Utility Exploration**

This task shall include performing subsurface utility exploration at the three culverted crossings included within the project. Subsurface utilities shall be located horizontally and up to 12 vacuum excavations of existing utilities to determine utility size(s), material(s) and elevations.

**Fee Allowance for Task 9 - \$6,000.00**

**Total Fee for Task 1 and 9 - \$73,037.00**

**OPTIONAL SERVICES**

**TASK 10 - Limited Contract Administration, Construction Observation and Additional Public Involvement**

This task shall include attendance at one (1) pre-construction conference, shop drawing review, periodic construction observation services as necessary to determine general compliance with the approved and permitted construction plans, preparation of record drawings and certification of the constructed project to NFWFMD. This task shall also include additional public involvement prior or during construction. For the purposes of this proposal, construction observation services have been estimated at one (1) substantial completion inspection and one (1) final completion inspection. Three (3) additional public involvement meetings have also been estimated for the purposes of this proposal to assist individual homeowners with any questions or concerns during the construction phase of this project.

**Lump Sum Fee for Task 10 - \$7,345.00**

**Total Fee for Basic Services and Optional Services – \$80,382.00**

HMM appreciates the opportunity to provide Escambia County with this proposal for additional services. Work can begin immediately upon acceptance of our proposal. Thank you for the opportunity to be of service.

Sincerely,

Hatch Mott MacDonald, LLC

Handwritten signature of Thomas McLendon in black ink.

Thomas McLendon, PE  
Project Engineer

Handwritten signature of David D. Skipper in black ink.

David D. Skipper PE  
Vice President



**Hatch Mott  
MacDonald**

**Draft Project Schedule**  
 October 2013  
 Grande Lagoon Subdivision Drainage Improvements  
 Escambia County  
 HMM Project No. 331227

**PROJECT MILESTONES**

MILESTONES	SCHEDULED START DATE	ACTUAL
Notice to Proceed	11/18/13	
Data Collection (Survey, Geotech and Wetlands)	11/25/13	
Prepare 60% Plans	12/16/13	
Escambia County Review	2/10/14	
Prepare 100% Plans and Specs	2/24/14	
Escambia County Review	4/28/14	
Bidding Assistance	TBD	
Limited Construction Assistance	TBD	

Exhibit "C"

Project Name: Grand Lagoon Drainage Improvements  
 Contract Number: 10-01-002  
 Prepared By: T. McAnderson  
 Date: October 28, 2013

Task	Description	Project Milestones				Dr. Project Engineer	Project Engineer	Sr. Design/DIV	PLI	Instruments	Person Survey Draw	Live Item Subtotal	Task Sub-Total
		10/00	10/05	10/20	10/25								
1.0	Engineering Study												
	1.1 Field Study										\$1,770.00	\$1,770.00	
	1.2 Office Study												
2.0	Conceptual Engineering											\$14,770.00	
	2.1 Conceptual Engineering										\$2,000.00	\$2,000.00	
3.0	Administrative Work										\$3,925.00	\$3,925.00	
	3.1 Environmental Submittal										\$3,925.00	\$3,925.00	
4.0	Construction Plans											\$56,025.00	
	4.1 Miscellaneous Drawings										\$5,000.00	\$5,000.00	
	4.2 Sectional Views for 80' Culvert Design										\$14,482.00	\$14,482.00	
	4.3 Sectional Views for 100' Culvert Design										\$17,500.00	\$17,500.00	
	4.4 Precipitation Runoff Diagrams including stormwater Depth										\$200.00	\$200.00	
	4.5 Precipitation Data										\$561.00	\$561.00	
	4.6 Precipitation General Notes										\$461.00	\$461.00	
	4.7 Precipitation Detail and Installation Sheet										\$2,840.00	\$2,840.00	
	4.8 Precipitation Plan and Profile Sheets										\$7,070.00	\$7,070.00	
	4.9 Stormwater Drainage Sheet										\$7,640.00	\$7,640.00	
	4.10 Stormwater Structural Specifications										\$900.00	\$900.00	
	4.11 Precipitation Stormwater Manual										\$1,290.00	\$1,290.00	
5.0	Sub-Totals											\$56,025.00	
6.0	Public Involvement											\$5,000.00	
	6.1 Public Involvement Activities											\$5,000.00	
	6.2 Public Involvement Report											\$5,000.00	
7.0	Public Involvement Administration											\$1,100.00	
	7.1 Public Involvement Administration											\$1,100.00	
8.0	Sub-Totals											\$1,100.00	
9.0	Final Report											\$1,400.00	
	9.1 Final Report											\$1,400.00	
10.0	Sub-Totals											\$1,400.00	
11.0	Project Milestones											\$1,400.00	
	11.1 Project Milestones											\$1,400.00	
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**BOARD OF COUNTY COMMISSIONERS**

ESCAMBIA COUNTY FLORIDA  
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101  
 PO BOX 1591  
 PENSACOLA, FL 32591-1591  
 (850) 595-4980

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PLEASE EMAIL INVOICES TO:  
 escambia.invoices@escambiaclerk.com  
 CLERK OF THE COURT & COMPTROLLER  
 HON. PAM CHILDERS  
 221 PALAFOX PLACE, SUITE 140  
 PENSACOLA, FL 32502-5843

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081206  
 HATCH MOTT MACDONALD FLORIDA LLC  
 5111 N 12TH AVENUE  
 PENSACOLA FL 32504

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ENGINEERING  
 ENGINEERING DEPARTMENT  
 3363 WEST PARK PLACE  
 PENSACOLA FL 32505  
 ATTN: ROBIN LAMBERT

ORDER DATE: 11/26/13	BUYER: PAUL NOBLES	REG. NO.: 14000844	REG. DATE: 11/22/13
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TERMS: NET 30 DAYS	F.O.B.: N/A	DESC.: CHANGE ORDER - 1
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ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
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This change order provides for an Additive Change Order in response to April 29/30 storm even to prepare a Preliminary Engineering Assessment and cost estimate to address existing improvements damaged by the storm and additional design additions to address recommended enhancements to key system components within the area for future stability. The current contract, based upon the June 2012 storm event was \$80,382.00. This change order will remain under the same contract, but will increase by \$35,081.00 to \$115,463.00 total contract amount. These supplemental services will be included as a separate tasks to the original contract amount. The previous contract completion date was June 3, 2015. Ninety (90) additional days are needed, the new completion date is September 12, 2015. CIP: GrandeLagoon Subdivision

PO & Contract Total Dollars: \$80,382.00  
 Net Dollars Added: \$35,081.00  
 New PO & Contract Total Dollars: \$115,463.00

01	.00	LOT CONTRACT AWARD PER THE TERMS AND CONDITIONS OF PD 12-13.053 "GRANDE LAGOON SUBDIVISION DRAINAGE. BCC APPROVAL 11/21/2013	35081.0000	35,081.00
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ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	35,081.00
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01	210107 56301	.00	12EN2061	TOTAL \$	35,081.00
01	330491 56301	35,081.00			

*Handwritten signature and date: 6-9-14*

APPROVED BY *[Signature]*

PN

### CHANGE ORDER REQUEST PURCHASE ORDER / RELEASE ORDER / CONTRACT



Vendor Code: 081206 Vendor Name: HATCH MOTY MACDONALD  
 Project Number: 12EN2061 P.O. Number: 140760 C.O. Number: 1  
 Department: PUBLIC WORKS/ENGINEERING P.D. Number: PD: 12-13-083 Date: 06/03/14

*revised*

**Notes for Modifying the Scope of Award:**

This is a Change Order in response to April 29/30 storm event to prepare a Preliminary Engineering Assessment and cost estimate to address existing improvements damaged by the storm and additional design additions to address recommended enhancements to key system components within the area for future sustainability. The current contract, based upon the June 2012 storm event was \$80,382.00. This Change Order will remain under the same contract, but will increase by \$35,081.00 to \$115,463.00 total contract amount. These supplemental services will be included as a separate tasks to the original contract amount. The previous contract completion date was June 3, 2015. Ninety (90) additional days are needed, the new completion date is September 12, 2015. CIP: Grande Lagoon Sub.

RECEIVED  
 14 JUN -4 AM 11:12  
 ESCHEWOLTZ COUNTY  
 PURCHASING DEPARTMENT  
*lk*

**To Modify Existing Purchase Order:**

Adding Dollars to Line Item No: 1 Quantity Adjustment: \_\_\_\_\_ Amount: \$35,081.00  
 Deleting Dollars from Line Item No: \_\_\_\_\_ Quantity Adjustment: \_\_\_\_\_ Amount: \_\_\_\_\_

**Used by Name:**

Date of BCC action: (ATTACH RESUME)

Purchase Order Total Dollars: \$80,382.00  
 Net Dollars added or subtracted: \$35,081.00  
 New Purchase Order Total Dollars: \$115,463.00  
 New Contract Total Dollars: \$80,382.00  
 Net Dollars added or subtracted: \$35,081.00  
 New Contract Total Dollars: \$115,463.00

Cost Center	Object Code	Project Number	* / - Change	Dollar Amount
210107	56301	12EN2061	<del>538,183,000</del>	<del>80,382.00</del>
330491	56301	11/8		

\$80,382.00  
\$35,081.00 r/lamber

Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

Check if applicable and provide written confirmation from the bonding company / agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

Request Prepared By: \_\_\_\_\_ Date: \_\_\_\_\_

Contract Administrator's Certification & Approval: *Joy Turner* Date: 6/3/14

Office of Purchasing Review Agents: \_\_\_\_\_ Date: 6/5/14

Department Director: see attached email for approval Date: \_\_\_\_\_

County Administrator's Approval: *Jay M. Turner* Date: \_\_\_\_\_

**Escambia County Public Works Department  
Engineering Division  
3383 W. Park Place  
Panacea, Florida 32505**

**CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)**

Project Name: Grande Lagoon Subdivision - April 29/30 Storm  
 Project ID: ENR1FD000414-31  
 Location: Grande Lagoon Subdivision on Gulf Beach Highway  
 Project Manager: Sharon Jones / Chris Gish  
 Date: 6/2/2014

Drawings Call  
 or Designer Eric G. Smith  
 Engineering  
 2011 0623 13:50:14 -0500

\_\_\_\_\_  
 Signature Approval, Division Chief

This section to be completed by Project Managers:

**DESCRIPTION OF REQUEST**

This is a change order in response to April 29/30 storm event to prepare a Preliminary Engineering Assessment and cost estimate to address existing improvements damaged by the storm and additional design additions to address recommended enhancements to key system components within the area for future sustainability. The current contract, based upon the June 2012 storm event, was \$94,022.00. This change order will remain under the same contract, but will increase by \$35,081.00 to ~~\$130,000.00~~ total contract amount. These supplemental services will be included as separate tasks to the original contract amount. The previous contract completion date was June 3, 2015. 60 additional days are needed. The new completion date is September 1, 2015.

330491  
 SL 301

RFF/NTP Start Date \_\_\_\_\_ page (s)  
 Time shall be increased/decreased by 6/2/2014 or Upon Issuance of Notice to Proceed  
60 calendar days.  
9/1/2015 Completion date

		Obligated	Required
Balance of CIP Project		_____	_____
Funds for Original Construction Contract		_____	_____
Funds for Construction CO#		_____	_____
Contract PD _____	Contractor _____		
Funds for Original Task Order		_____	_____
Funds for Addendum #		_____	_____
Task Order PD <u>02-00-79-13-32-ENG</u>	Consultant <u>Hatch Mott MacDonald</u>	_____	<u>\$35,081.00</u>
Funds for Original Work Order		_____	_____
Funds for Change Order #		_____	_____
Contract PD _____	Contractor _____		
Funds for Contingency	Consultant _____		
Funds for Permit Fees	Agency _____		
Funds for Land Purchases	Owner _____		
Funds for Title Work	Company _____		
Contract PD _____	Contractor _____		
Funds for _____		_____	_____
<b>New Balance of CIP Project</b>		<b>\$</b>	<b>\$ (35,081.00)</b>

This section to be completed by Administration to accomplish fund transfer:

From:	Fund	Project #	Project Name	Amount
_____	_____	_____	_____	_____
To:	Fund	Project #	Project Name	Amount
_____	_____	_____	_____	_____
			Transfer	_____
County Engineer Signature		Transferred by	Transfer Date	
_____		_____	_____	

Posted to Expedition  
 Date: \_\_\_\_\_



Hatch Mott  
MacDonald

Hatch Mott MacDonald  
5111 North 12th Ave  
Pensacola, FL 32504  
T 850.484.6011 [www.hatchmott.com](http://www.hatchmott.com)

AAC000035 1E0000155 1B00006783

June 3, 2014

Mr. Chris Curb  
Escambia County Engineering  
3363 West Park Place  
Pensacola, Florida 32505

Re: Proposal for Grande Lagoon Lakes Subdivision Drainage  
Improvements Preliminary Engineering Assessment and Additional  
Design and Permitting Services  
HMM Project No. 331227

Dear Chris:

Hatch Mott MacDonald (HMM) is pleased to submit our proposal to provide additional services for the Grande Lagoon Lakes Drainage Improvements project previously authorized by Escambia County (County). Escambia County experienced an extra-tropical rainfall event on April 29, 2014 which resulted in damage to existing stormwater conveyance and control structures with the Grande Lagoon Lakes Subdivision. The additional services included in the proposal are related to conducting field observations of the storm damages, preparation of a Preliminary Engineering Assessment report and requested expanded design services as more particularly described below. This proposal is based on our understanding of the project, the level of effort required to complete the scope of services defined below, as well as past experience with projects of similar size and scope.

#### BASIC SERVICES

##### TASK 1 – Field Observation of April 2014 Storm Damage

An HMM representative shall conduct site visits to view, document and assess the extent of damage from the April 2014 rainfall event within the Grande Lagoon Lakes Subdivision. HMM shall photograph apparent storm damages for inclusion in the Preliminary Engineering Assessment report.

Lump Sum Fee for Task 1 - \$2,006.00



Hatch Mott  
MacDonald

Mr. Chris Curb  
June 3, 2014  
Page 2 of 4

#### **TASK 2 – Preparation of Preliminary Engineering Assessment Report**

HMM shall prepare a written Preliminary Engineering Assessment Report documenting the findings from the field observations. The written documentation will generally consist of the following information:

- Written description of the project site and damage
- Project Location and Vicinity Maps
- Photos of project site
- Engineering sketches showing extent of known damage
- Rough Order of Magnitude Engineer's Estimate to restore damage
- Description of potential mitigation efforts to improve performance of infrastructure
- Scope of work and fee estimate for engineering services to design, bid and inspect the necessary improvements.

**Lump Sum Fee for Task 2 - \$2,550.00**

#### **TASK 3 – Additional Survey Efforts**

HMM shall conduct additional topographic survey efforts in the area surrounding Lake B and the concrete spillway/control structure located between Lake B and Lake C. Additionally, topographic survey shall be performed in the areas immediately adjacent to the tennis courts and along the southerly side of the constricted segment of Lake C. HMM shall prepare easement descriptions necessary for construction of the proposed improvements.

**Lump Sum Fee for Task 3 - \$7,740.00**

#### **TASK 4 – Additional Jurisdictional Wetland Delineation Efforts**

This task shall include jurisdictional determination of all wetlands regulated under 33 CFR 320-330 (US Army Corps of Engineers in accordance with the Corps of Engineers 1987 wetland delineation manual) and Florida Department of Environmental Protection under 62-340 F.A.C. within the areas described in Task 3 above. This task shall also include wetland impacts evaluation and scoring, permit application development, mitigation plan development including wetland impact assessment (if required), and functional quantification, and finally regulatory approval.

**Lump Sum Fee Allowance for Task 4 - \$3,910.00**



Hatch Mott  
MacDonald

Mr. Chris Curb  
June 3, 2014  
Page 3 of 4

#### **TASK 5 – Additional Geotechnical Exploration Services**

This task shall include completing one 25' standard penetration test boring, in the vicinity of the existing concrete spillway located between Lakes B and C. This task shall include basic laboratory testing of selected samples to evaluate and document basic material properties and to assist in geotechnical analysis.

**Lump Sum Fee Allowance for Task 5 - \$1,475.00**

#### **TASK 6 – Additional Design and Construction Plan Preparation Efforts**

This task shall include additional services for the design of proposed improvements to the concrete spillway/control structure between Lake A and Lake C as well as for potential channel widening within the constricted segment of Lake C. This task shall also include preparation of additional construction plans sheets necessary to depict the required construction work/efforts within these areas. It should be noted that the additional project areas are located wholly within privately owned lands and as such temporary or permanent easements will be required to construct any proposed improvements therein. For the purposes of this proposal, it is assumed the Escambia County will be responsible for negotiating and securing any required easements associated with the proposed work.

**Lump Sum Fee for Task 6 - \$12,320.00**

#### **Task 7 – Additional Permitting Efforts**

The design will meet current County standards and specifications. In addition, we will recommend enhancements to key system components within the area for future sustainability.

HMM understands that, in the interest of time, Escambia County wishes to phase the proposed construction in such a manner as to be able to secure a Nationwide permit from USACE for the Phase I improvements. All other improvements, which would trigger the requirement to obtain an individual permit from USACE, will be included in Phase II of the proposed construction. This task includes those efforts associated with the phased approach to project permitting with FDEP and USACE.

**Lump Sum Fee for Task 7 - \$5,080.00**



Hatch Mott  
MacDonald

Mr. Chris Curb  
June 3, 2014  
Page 4 of 4

**Lump Sum Fee for Task 1-7 - 535,081.00**

It is believed that permitting of any additional proposed improvements is likely to trigger the requirement to secure an individual permit from USACE. It is currently estimated that the timeframe associated with obtaining said individual permit is approximately 1 year from the date of submission to USACE. Due to this extended permitting timeline, we estimate that this proposed scope of services will require a 3 month extension to the HMM's current contract for the Grande Lagoon Lakes Drainage Improvements Project.

HMM appreciates the opportunity to provide Escambia County with this proposal for additional services. Work can begin immediately upon acceptance of our proposal. Thank you for the opportunity to be of service.

Sincerely,

Hatch Mott MacDonald, LLC

Handwritten signature of Steven D. White in cursive.

Steven D. White, PE  
Senior Project Engineer

Handwritten signature of David D. Skipper in cursive.

David D. Skipper PE  
Vice President

Project Name: Grande Lagoon Linear Substation Drainage Improvements - April 2014 Rain-Cover Emergency Management Assistant Services  
 Client: Encumbia County  
 Prepared By: [Name]  
 Date: May 25, 2014

Grande Lagoon Drainage Improvements - Additional Services									
Task	Description	Sr Project Engineer	Project Manager	Sr Designer IV/ V	Senior Survey	Technician	Person Survey Crew	Estimate	Estimate
		1110.00	1145.00	1100.00	1110.00	110.00	1110.00		1110.00
<b>BASIC SERVICES</b>									
1.0	Field Observation of April 2014 Storm Damage								
1.1	Initial Site Visit to Assess Damage to Existing Structures	4							600.00
1.2	Subsequent Site Visit to Assess Damage to Existing Structures	4							1500.00
1.3	Travel Costs (two trips @ 60 miles each, by air to California)								100.00
	Sub-Total	0	0	0	0	0	0		2000.00
2.0	Preparation of Preliminary Engineering Assessment Report								
2.1	Prepare PEA	5							1500.00
2.2	Monitor PEA to complete design assessment for electrical system and communications	0							1200.00
	Sub-Total	5	0	0	0	0	0		2700.00
3.0	Additional Services Efforts								
3.1	Perform additional topographic survey and provide routine survey drawings					16			570.00
3.2	Prepare pavement descriptions					10			2340.00
	Sub-Total	0	0	0	0	26			3210.00
4.0	Additional Interdisciplinary Wetland Determination and Permitting Assistance Efforts								
4.1	Additional Wetland Consultant Efforts								
4.2	Permit Application Fees								
	Sub-Total	0	0	0	0	0			3310.00
5.0	Additional Geotechnical Exploration Efforts								
5.1	Additional Geotechnical Consultant Efforts								
	Sub-Total	0	0	0	0	0			1470.00
6.0	Additional Design and Construction Plan Preparation Efforts								
6.1	Modify base drawings to include additional project areas								
6.2	Additional in-house technical services including effort	24							340.00
6.3	Prepare Additional Construction Plan Sheets	12							670.00
	Sub-Total	36	0	0	0	0			1010.00
7.0	Additional Permitting Efforts								
7.1	Prepare drawings and BR exhibits	8							3340.00
7.2	Permit Phase II Improvements	15							2340.00
	Sub-Total	23	0	0	0	0			5680.00
	Project Total	75	17	0	0	26			30,710.00



**From:** Joy D Blackmon  
**Sent:** Tuesday, June 03, 2014 4:46 PM  
**To:** Robin F. Lambert  
**Subject:** RE: Change Order for Signature

Please approve

Joy D. Blackmon, P.E.  
Escambia County Public Works Director;  
County Engineer  
850-595-3492 o  
850-554-3041 c

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

**From:** "Robin F. Lambert"  
**Date:** 06/03/2014 4:44 PM (GMT-06:00)  
**To:** Joy D Blackmon  
**Subject:** Change Order for Signature

Hey Joy:

Need to get this to Purchasing today..Can you give me a verbal OK?

Change Order to Add April Flood to existing contract for Grande Lagoon!

Thanks  
Robin

**BOARD OF COUNTY COMMISSIONERS**

ESCAMBIA COUNTY FLORIDA  
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101  
 PO BOX 1591  
 PENSACOLA, FL 32591-1591  
 (850) 595-4980

**PURCHASE ORDER NO. 140760-2**

**CHANGE DATE: 08/20/14**

I  
 N [ PLEASE EMAIL INVOICES TO: ]  
 V [ escambia.invoices@escambiacterk.com ]  
 O [ CLERK OF THE COURT & COMPTROLLER ]  
 I [ HON. PAM CHILDERS ]  
 C [ 221 PALAFOX PLACE, SUITE 140 ]  
 E [ PENSACOLA, FL 32502-5843 ]

V [ 081206 FAX: 850-505-0265 ]  
 E [ HATCH MOTT MACDONALD FLORIDA LLC ]  
 N [ 5111 N 12TH AVENUE ]  
 D [ PENSACOLA FL 32504 ]  
 O [ ]  
 R [ ]

S [ ENGINEERING ]  
 H [ ENGINEERING DEPARTMENT ]  
 I [ 3363 WEST PARK PLACE ]  
 P [ PENSACOLA FL 32505 ]  
 T [ ]  
 O [ ATTN: ROBIN LAMBERT ]

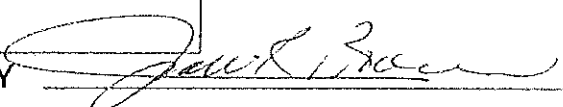
ORDER DATE: 11/26/13	BUYER: PAUL NOBLES	REQ. NO.: 14000844	REQ. DATE: 11/22/13
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TERMS: NET 30 DAYS	F.O.B.: N/A	DESC.: CHANGE ORDER - 2
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ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
This change order provides for an Administrative Change Order for accounting purposes, moving the balance of Purchase Order 140460 to correct Cost Center (330492), Object Code (54612) and adding Project Number (ESCPW23) to the Purchase Order for Grand Lagoon Sub., Drainage 2014 April Flood. CIP: Grande Lagoon Sub., Drainage April Flood 2014  Previous PO/Change Order Total Dollars: \$35,081.00 Net Dollars Changed: \$0.00 New PO/Change Order Total Dollars: \$35,081.00					
01	.00	LOT	CONTRACT AWARD PER THE TERMS AND CONDITIONS OF PD 12-13.063 "GRANDE LAGOON SUBDIVISION DRAINAGE. BCC APPROVAL 11/21/2013	.0000	.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	TOTAL \$
01	210107 56301	.00	12EN2061		.00
01	330491 56301	-35,081.00			
01	330492 54612	35,081.00	ESCPW23		.00

**APPROVED BY**



PRN

### CHANGE ORDER REQUEST PURCHASE ORDER / RELEASE ORDER / CONTRACT



Vendor Code: **081206** Vendor Name: **HATCH MOTT MACDONALD FLORIDA, LLC**  
 Project Number: **ESCPW23** P.O. Number: **140760** C.O. Number: **2**  
 Department: **PUBLIC WORKS/ENGINEERING** P.D. Number: **02.03.79,13,45.ENG** Date: **08/18/14**

Notes for Modifying the Scope of Award:

**Administrative Change Order for accounting purposes moving balance of Purchase Order No. 140760 to the Correct Cost Center (330492) , Object Code (54612) and adding Project Number (ESCPW23) to Purchase Order for Grand Lagoon Sub., Drainage 2014 April Flood. CIP:Grande Lagoon Sub., Drainage April 2014 Flood**

To Modify Existing Purchase Order:

Adding Dollars to Line Item No:  Quantity Adjustment:   
 Deleting Dollars from Line Item No:  Adjustment:

Amount:   
Amount:

Modify Notes:

Date of BCC action: (ATTACH RESUMÉ):

Purchase Order Total Dollars: **\$35,081.00**  
 Net Dollars added or subtracted: **\$0.00**  
 New Purchase Order Total Dollars: **\$35,081.00**  
 New Contract Total Dollars: **\$35,081.00**  
 Net Dollars added or subtracted: **\$0.00**  
 New Contract Total Dollars: **\$35,081.00**

RECEIVED  
14 AUG 19 PM 3:32  
SOUTH FLORIDA COUNTY  
PURCHASING DEPARTMENT

Modifying Cost Centers, Object Code / Accounts and Project Numbers:				
Cost Center:	Object Code:	Project Number:	+ / - Change	Dollar Amount
330491	56301		- \$35,081.00	\$0.00
330492	54612	ESCPW23	\$35,081.00	\$35,081.00
330492				

Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

Check if applicable and provide written confirmation from the bonding company / agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

Evelyn Ruffolo  
 c/o Evelyn Ruffolo, on Escambia County  
 BEC, c/o P. M. Works, Engineering  
 ems@evelyn\_ruffolo.com, escambia.com  
 ceUS  
 2014.08.18.11.43:44 -0500

Request Prepared by: Evelyn Ruffolo

Contract Administrator's Certification & Approval: \_\_\_\_\_

Office of Purchasing Review: \_\_\_\_\_

Department Director: [Signature]

County Administrator's Approval: [Signature]

Date: \_\_\_\_\_

Date: 8-21-14

Date: 8/21/14

Date: 8/21/14

FORM 1000-0000

**BOARD OF COUNTY COMMISSIONERS**

ESCAMBIA COUNTY FLORIDA  
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101  
 PO BOX 1591  
 PENSACOLA, FL 32591-1591  
 (850) 595-4980

PLEASE EMAIL INVOICES TO:  
 escambia.Invoices@escambiaclerk.com  
 CLERK OF THE COURT & COMPTROLLER  
 HON. PAM CHILDERS  
 221 PALAFOX PLACE, SUITE 140  
 PENSACOLA, FL 32502-5843

VENDOR: 081206 FAX: 850-505-0265  
 HATCH MOTT MACDONALD FLORIDA LLC  
 220 WEST GARDEN ST, STE 700  
 PENSACOLA FL 32502

SHIP TO: ENGINEERING  
 ENGINEERING DEPARTMENT  
 3363 WEST PARK PLACE  
 PENSACOLA FL 32505  
 ATTN: ROBIN LAMBERT

ORDER DATE: 11/26/13	BUYER: ANGELA HOLBROOK	REQ. NO.: 14000844	REQ. DATE: 11/22/13
----------------------	------------------------	--------------------	---------------------

TERMS: NET 30 DAYS	F.O.B.: N/A	DESC.: CHANGE ORDER - 3
--------------------	-------------	-------------------------

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	.00		Project was originally a 2012 LOST drainage improvement project that was broken into two phases because of the April 2014 storm event to allow FEMA to reimburse costs for storm damage. Phase I encompassed FEMA damage, Phase II is the remainder of the original LOST improvements. This Administrative change order for "TIME ONLY" will allow Phase I construction assistance and as-built certification to be completed. Construction for this phase is 25% complete. Additional time for Phase 2: supplemental task for design and individual environmental permitting was needed for a total of 465 days which takes the completion date to 12/21/2016. The previous project completion date was scheduled for 09/12/2015. Project exceeded original time in Phase I due to FEMA failing to write the PW in time, and separate supplemental tasks in Phase II from the FEMA damage repair in Phase I. See attached project timeline. CIP: Grande Lagoon Repair an Drainage Improvements	.0000	.00
			01 .00 LOT CONTRACT AWARD PER THE TERMS AND CONDITIONS OF PD 12-13.063 "GRANDE LAGOON SUBDIVISION DRAINAGE. BCC		

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	
01	210107 56301	.00	12EN2061		.00
01	330492 54612	.00	ESCPW23		.00
				TOTAL \$	.00

APPROVED BY 

**BOARD OF COUNTY COMMISSIONERS**

ESCAMBIA COUNTY FLORIDA  
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101  
 PO BOX 1591  
 PENSACOLA, FL 32591-1591  
 (850) 595-4980

**PURCHASE ORDER NO. 140760-3**

**CHANGE DATE: 10/08/15**

I  
 N [ PLEASE EMAIL INVOICES TO: ]  
 V [ escambia.invoices@escambiaclerk.com ]  
 O [ CLERK OF THE COURT & COMPTROLLER ]  
 I [ HON. PAM CHILDERS ]  
 C [ 221 PALAFOX PLACE, SUITE 140 ]  
 E [ PENSACOLA, FL 32502-5843 ]

V [ 081206 ] FAX: 850-505-0265 ]  
 E [ HATCH MOTT MACDONALD FLORIDA LLC ]  
 N [ 220 WEST GARDEN ST, STE 700 ]  
 D [ PENSACOLA FL 32502 ]  
 O [ ]  
 R [ ]

S [ ENGINEERING ]  
 H [ ENGINEERING DEPARTMENT ]  
 I [ 3363 WEST PARK PLACE ]  
 P [ PENSACOLA FL 32505 ]  
 T [ ]  
 O [ ATTN: ROBIN LAMBERT ]

ORDER DATE: 11/26/13	BUYER: ANGELA HOLBROOK	REQ. NO.: 14000844	REQ. DATE: 11/22/13
----------------------	------------------------	--------------------	---------------------

TERMS: NET 30 DAYS	F.O.B.: N/A	DESC.: CHANGE ORDER - 3
--------------------	-------------	-------------------------

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
APPROVAL 11/21/2013					

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$
				TOTAL \$ .00

**APPROVED BY** \_\_\_\_\_

## Change Order Checklist

- Vendor Name: Hatch Mott MacDonald
- Purchase Order Number: 140760
- Change Order Number: 3
- Project Name: Grande Lagoon
  
- Board Recommendation: n/a
- Resume Page: n/a
- Funding Source: Fund 112 "Disaster Recovery Fund"
- Breakdown of Project Costs: n/a
- Additional Information: This project will be submitted to FEMA  
for reimbursement.

## CHANGE ORDER REQUEST PURCHASE ORDER / RELEASE ORDER / CONTRACT



Vendor Code: 081206 Vendor Name: HATCH MOTT MACDONALD FLORIDA, LLC  
 Project Number: ESCPW23 P.O. Number: 140760 C.O. Number: 2  
 Department: PUBLIC WORKS/ENGINEERING P.D. Number: 02.03.79.13.45.ENG Date: 08/18/14

**Notes for Modifying the Scope of Award:**

Project was originally a 2012 LOST drainage improvement project that was broken into two phases because of the April 2014 storm event to allow FEMA to reimburse costs for storm damage. Phase I encompassed FEMA damage, Phase II is the remainder of the original LOST improvements. This Administrative change order for "TIME ONLY" will allow Phase I construction assistance and as-built certification to be completed. Construction for this phase is 25% complete. Additional time for Phase 2: supplemental task for design and individual environmental permitting was needed for a total of 465 days which takes the completion date to 12/21/2016. The previous project completion date was scheduled for 09/12/2015. Project exceeded original time in Phase I due to FEMA failing to write the PW in time, and separate supplemental tasks in Phase II from the FEMA damage repair in Phase I. See attached project timeline. CIP: Grande Lagoon Repair and Drainage Improvements

**To Modify Existing Purchase Order:**

Quantity Adjustment: \_\_\_\_\_ Amount: \_\_\_\_\_  
 Adding Dollars to Line Item No: \_\_\_\_\_ Adjustment: \_\_\_\_\_ Amount: \_\_\_\_\_  
 Deleting Dollars from Line Item No: \_\_\_\_\_ Adjustment: \_\_\_\_\_ Amount: \_\_\_\_\_

**Modify Notes:**

Date of BCC action: (ATTACH RESUME) \_\_\_\_\_  
 Purchase Order Total Dollars: **\$35,081.00**  
 Net Dollars added or subtracted: **\$0.00**  
 New Purchase Order Total Dollars: **\$35,081.00**  
 New Contract Total Dollars: **\$35,081.00**  
 Net Dollars added or subtracted: **\$0.00**  
 New Contract Total Dollars: **\$35,081.00**

Modifying Cost Centers, Object Code / Accounts and Project Numbers:				
Cost Center	Object Code	Project Number	+ / - Change	Dollar Amount
334092	54612	ESCPW23	\$0.00	\$35,081.00

- Check if applicable; The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.
- Check if applicable and provide written confirmation from the bonding company / agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

Request Prepared By: *Robin A Lambert* Digitally signed by Robin A Lambert  
 DN: cn=Robin A Lambert, ou=Public Works,  
 o=US Engineering, email=lambert@myescambia.com,  
 c=US  
 Date: 2015.10.08 12:01:52 -0500

Department Director: \_\_\_\_\_ Digitally signed by Joy D. Barkson, P.E.  
 DN: cn=Joy D. Barkson, P.E., ou=Escambia  
 County ESCC, ou=Public Works  
 Department: \_\_\_\_\_  
 email=jdbarkson@myescambia.com, c=US  
 Date: 2015.10.08 16:12:04 -0500

County Administrator's Approval: *Joy D. Barkson*

Date: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Date: 10-9-15

**ESCAMBIA COUNTY ENGINEERING DEPARTMENT  
CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS**

Project Name: Grande Lagoon Repair & Drainage Improvements  
 Project ID: ENGFL00D0414-31 FEMA ESCPW23 PO-140760-1  
 Location: Grande Lagoon Subdivision  
 Project Manager: Derek Fox  
 Date: 10/7/2015

.....  
 This section to be completed by Project Managers:

\_\_\_\_\_  
 Signature Approval, Division Chief

**DESCRIPTION OF REQUEST**

Project was originally a 2012 LOST drainage improvement project that was broken into two phases because of the April 2014 storm event to allow for FEMA to reimburse costs for Phase I repair of storm damage. Phase II is the remainder of the original LOST improvements. This Administrative change order for "TIME ONLY" will allow time for construction assistance, and as-builts in Phase I which is under construction at 25% complete, and additional time for Phase 2 supplemental task for design and individual environmental permitting for Phase II improvements. The estimated time to complete the project is 12/21/2016 (465 days). The previous project completion date was scheduled for 09/12/2015. Project exceeded original time due to delay in Phase I resulting from FEMA failing to write the PW in time, and the requirement to separate supplemental tasks in Phase II from the FEMA damage repair in Phase I. Estimated time to completion for Phase II is 435 days See attached project timeline.

Attached backup documentation 1 page (s).  
 Time shall be (increased/decreased by) 465 calendar days. New completion date is 12/20/2016

	Obligated	Required
Balance of CIP Project	\$ _____	\$ _____
Funds for Original Construction Contract	\$ _____	\$ _____
Funds for Construction Change Order # _____	\$ _____	\$ _____
Contract PD _____ Contractor _____		
Funds for Original Task Order	\$ _____	\$ _____
Funds for Addendum # _____	\$ _____	\$ _____
Task Order PD _____ Consultant _____		
Funds for Original Work Order	\$ _____	\$ _____
Funds for Change Order # _____ to the Work Order	\$ _____	\$ _____
Contract PD _____ Contractor _____		
Funds for Contingency	\$ _____	\$ _____
Funds for Permit Fees	\$ _____	\$ _____
Funds for Land Purchases	\$ _____	\$ _____
Funds for Title Work	\$ _____	\$ _____
Contract PD _____ Contractor _____		
Funds for _____	\$ _____	\$ _____
Contractor: _____		
<b>New Balance of CIP Project</b>	<b>\$ \$ _____</b>	<b>\$ _____</b>

.....  
 This section to be completed by Administration to accomplish fund transfer:

	Fund	Project #	Project Name	Amount
From:	_____	_____	_____	\$ _____
	_____	_____	_____	\$ _____
To:	_____	_____	_____	\$ _____
	_____	_____	_____	\$ _____
			Transfer	\$ _____

\_\_\_\_\_  
 County Engineer                      Transferred by                      Transfer Date

Posted to Expedition \_\_\_\_\_  
 Date: \_\_\_\_\_





Hatch Mott  
MacDonald

### Draft Project Timeline

September 2015

Grande Lagoon Subdivision Drainage Improvements – Phase II

Escambia County

HMM Project No. 331227

MILESTONES	ESTIMATED NUMBER OF DAYS
Data Collection (Survey, Geotech and Wetlands)	30
Prepare 60% Plans	45
Escambia County Review	15
Prepare 100% Plans and Specs	30
Escambia County Review	15
Permitting	300
Total =	435 or 14.5 Months

Note: Timeline is assumed to begin at NTP



Hatch Mott  
MacDonald

### Draft Project Timeline

September 2015

Grande Lagoon Subdivision Drainage Improvements – Phase II

Escambia County

HMM Project No. 331227

MILESTONES	ESTIMATED NUMBER OF DAYS
Data Collection (Survey, Geotech and Wetlands)	30
Prepare 60% Plans	45
Escambia County Review	15
Prepare 100% Plans and Specs	30
Escambia County Review	15
Permitting	300
Total =	435 or 14.5 Months

Note: Timeline is assumed to begin at NTP

TIME EXTENSION APPROVAL - DESIGN

VENDOR NAME: Hatch Mott MacDonald

PURCHASE ORDER NO.: 140760

PROJECT NAME: Grande Lagoon Repair and Drainage Improvements

BOARD RECOMMENDATION: Original Board Approval 11/21/2013

RESUME PAGE: attached

FUNDING SOURCE: Fund 352 "LOST III" and Fund 112 "Disaster Recovery"

REASON FOR EXTENSION:

This change order is for TIME ONLY for 290 additional days to complete design, bidding, construction, and as-builts. Discovery of excessive sediment in the outfall from the Gulf Beach Hwy drainage system that connects to the current Grande Lagoon project phase 2 delayed completing the design currently at 60%. It was determined that the pipe issue had to be addressed to determine the impact to the project before finalizing design. Pipe cleaning and cameraing was needed to determine what repairs were needed to address the sediment problem. Repeated attempts by the Road Dept to desilt the pipe to camera it were not successful. During the process it was discovered that the connection box on Gulf Beach Hwy was damaged and probably a source of the silt. The box will be repaired as part of another project to repair the Gulf Beach Hwy system. The revised schedule will be for 90% submittal on Jan 19, 2017 and 100% design on Feb 2, 2017. Current Task Order is through 12/22/2016. The new completion date will be ~~Oct 6, 2017~~ 10/8/2017.

*Robin Lambert*

Digitally signed by Robin A Lambert  
DN: cn=Robin A Lambert, ou=Public Works, ou=Engineering, email=rlambert@myescambia.com, c=US

*Joy Blackmon*  
Joy Jones  
cn=Joy Blackmon, ou=Public Works, ou=Engineering, email=joy\_blackmon@myescambia.com, c=US  
2016.12.27 14:29:46 -06'00'

PUBLIC WORKS DIRECTOR/COUNTY ENGINEER APPROVAL

*Joy D. Blackmon*

Digitally signed by Joy D. Blackmon, P.E.  
DN: cn=Joy D. Blackmon, P.E., o=Public Works, ou=Public Works, email=joy\_blackmon@myescambia.com, c=US  
Date: 2016.12.27 14:29:46 -06'00'

DATE: \_\_\_\_\_

CONTY ADMINISTRATOR'S APPROVAL

*Mark Bowen*

DATE: 1/3/17

**Eschambia County Public Works Department  
Engineering Division  
3363 W. Park Place  
Pensacola, Florida 32505**

**CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)**

Project Name: Grande Lagoon Subdivision Drainage Improvements Phase - 2  
 Project ID: ENGFLOOD612-8  
 Location: Grande Lagoon Subdivision off Gulf Beach Highway  
 Project Manager: Derek Fox  
 Date: 12/16/2016

*Jay Thomas*  
 Signature Approval, Division Chief

This section to be completed by Project Managers:

**DESCRIPTION OF REQUEST**

This change order is for TIME ONLY for 290 additional days to complete design, bidding, construction, and as-builts. Discovery of excessive sediment in the outfall from the Gulf Beach Hwy drainage system that connects to the current Grande Lagoon project phase 2 delayed completing the design currently at 60%. It was determined that the pipe issue had to be addressed to determine impact to project before finalizing design. Pipe cleaning and cameraing was needed to determine what repairs were needed to address the sediment problem. Repeated attempts by the Road Dept to desilt the pipe to camera it were not successful. During the process it was discovered that the connection box on Gulf Beach Hwy was damaged and probably a source of the silt. The box will be repaired as part of another project to repair the Gulf Beach Hwy system. The revised schedule will be for 80% submittal on Jan 19, 2017 and 100% design on Feb 2, 2017. Current Task Order is through 12/20/2016. The new completion date will be Oct 6 2017. 10/8/2017

Attached backup documentation  
 RFF/NTF Start  
 Time shall be increased/decreased by

~~12/20/2016~~ <sup>page 163</sup> 12/22/2016  
 290 calendar days.  
~~X10/8/2017~~ Completion date 10/8/2016

*Handwritten initials*

Balance of CIP Project

Funds for Original Construction Contract  
 Funds for Construction CO#  
 Contract PD

Contractor

Funds for Original Task Order  
 Funds for Addendum #  
 Task Order PD

02-03.79.13.32.ENG

Consultant

Moff MacDonald

Funds for Original Work Order  
 Funds for Change Order #  
 Contract PD

Contractor

Funds for Contingency

Consultant

Funds for Permit Fees

Agency

Funds for Land Purchases

Owner

Funds for Title Work  
 Contract PD

Company  
 Contractor

Funds for

Obligated      Required

New Balance of CIP Project

This section to be completed by Administration to accomplish fund transfer:

From:	Fund	Project #	Project Name	Amount

To:	Fund	Project #	Project Name	Amount

Transfer

County Engineer Signature

Transferred by

Transfer Date

Posted to Expedition  
 Date:

TIME EXTENSION APPROVAL - DESIGN

VENDOR NAME: Hatch Mott MacDonald

PURCHASE ORDER NO.: 140760

PROJECT NAME: Grande Lagoon Repair and Drainage Improvements

BOARD RECOMMENDATION: Original Board Approval 11/21/2013

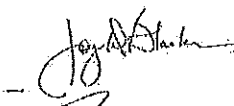
RESUME PAGE: attached

FUNDING SOURCE: Fund 352 "LOST III" and Fund 112 "Disaster Recovery"

REASON FOR EXTENSION: 

Project was originally a 2012 LOST drainage improvement project that was broken into two phases because of the April 2014 storm event to allow for FEMA to reimburse costs for Phase I repair of storm damage. Phase II is the remainder of the original LOST improvements. This Administrative change order for "TIME ONLY" will allow time for construction assistance, and as-builts in Phase I which is under construction at 25% complete, and additional time for Phase 2 supplemental task for design and individual environmental permitting for Phase II improvements. The estimated time to complete the project is 12/21/2016 (465 days). The previous project completion date was scheduled for 09/12/2015. Project exceeded original time due to delay in Phase I resulting from FEMA failing to write the PW in time, and the requirement to separate supplemental tasks in Phase II from the FEMA damage repair in Phase I. Estimated time to completion for Phase II is 435 days See attached project timeline.

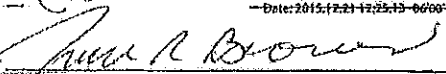
PUBLIC WORKS DIRECTOR/COUNTY  
ENGINEER APPROVAL



Digitally signed by Joy D. Blackmon, P.E.  
DN: cn=Joy D. Blackmon, P.E., o=Escondido  
County BOCC, ou=Public Works  
Department,  
email=jdblackm@nyescambila.com, c=US  
Date: 2015.12.21 17:25:15 -0600

DATE: \_\_\_\_\_

CONY ADMINISTRATOR'S APPROVAL



DATE: 1/11/16

**BERGAMBIA COUNTY ENGINEERING DEPARTMENT  
CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS**

Project Name: Grand Lagoon Repair & Drainage Improvement  
 Project ID: ENGFL000414-31 FEMA ESCPW23 PO-140760-1  
 Location: Grand Lagoon Subdivision  
 Project Manager: Derek Fox  
 Date: 10/7/2015

This action to be completed by Project Managers:

Signature Approval, Division Chief

**DESCRIPTION OF REQUEST**

Project was originally a 2012 LOST drainage improvement project that was broken into two phases because of the April 2014 storm event to allow for FEMA to reimburse costs for Phase I repair of storm damage. Phase II is the remainder of the original LOST improvements. This Administrative change order for "TIME ONLY" will allow time for construction assistance, and as-builts in Phase I which is under construction at 25% complete, and additional time for Phase 2 supplemental task for design and individual environmental permitting for Phase II improvements. The estimated time to complete the project is 12/21/2016 (465 days). The previous project completion date was scheduled for 09/12/2015. Project exceeded original time due to delay in Phase I resulting from FEMA failing to write the PW in time, and the requirement to separate supplemental tasks in Phase II from the FEMA damage repair in Phase I. Estimated time to completion for Phase II is 435 days See attached project timeline.

*[Handwritten Signature]*  
 Date: \_\_\_\_\_  
 Title: \_\_\_\_\_

Attached backup documentation: 1 page(s)  
 Time shall be increased/decreased by 465 calendar days. New completion date is 12/20/2016

	Obligated	Required
Balance of CIP Project	\$ _____	\$ _____
Funds for Original Construction Contract	\$ _____	\$ _____
Funds for Construction Change Order # _____	\$ _____	\$ _____
Contract PD _____ Contractor _____		
Funds for Original Task Order	\$ _____	\$ _____
Funds for Addendum # _____	\$ _____	\$ _____
Task Order PD _____ Consultant _____		
Funds for Original Work Order	\$ _____	\$ _____
Funds for Change Order # _____ to this Work Order	\$ _____	\$ _____
Contract PD _____ Contractor _____		
Funds for Contingency	\$ _____	\$ _____
Funds for Permit Fees	\$ _____	\$ _____
Funds for Land Purchases	\$ _____	\$ _____
Funds for Title Work	\$ _____	\$ _____
Contract PD _____ Contractor _____		
Funds for _____	\$ _____	\$ _____
Contractor _____		
<b>New Balance of CIP Project</b>	<b>\$ _____</b>	<b>\$ _____</b>

This action to be completed by Administration to accomplish fund transfers:

From:	Fund	Project #	Project Name	Amount
	_____	_____	_____	\$ _____
To:	Fund	Project #	Project Name	Amount
	_____	_____	_____	\$ _____
<b>Transfer</b>				<b>\$ _____</b>

County Engineer \_\_\_\_\_ Transferred by \_\_\_\_\_ Transfer Date \_\_\_\_\_

Printed to Expedition \_\_\_\_\_  
 Date: \_\_\_\_\_



Hatch Mott  
MacDonald

**Draft Project Timeline**  
September 2015  
Grande Lagoon Subdivision Drainage Improvements – Phase II  
Escambia County  
HMM Project No. 331227

MILESTONES	ESTIMATED NUMBER OF DAYS
Data Collection (Survey, Geotech and Wetlands)	30
Prepare 60% Plans	45
Escambia County Review	15
Prepare 100% Plans and Specs	30
Escambia County Review	15
Permitting	300
Total =	435 or 14.5 Months

Note: Timeline is assumed to begin at NTP

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA

1-24. Approval of Various Consent Agenda Items

Motion made by Commissioner Robinson, seconded by Commissioner May, and carried unanimously, approving Consent Agenda Items 1 through 24, as follows, with the exception of Items 6 and 17, which were held for separate votes:

1. Approving the renewal of PD 10-11.064, Property, Boiler and Machinery, Crime, and Accidental Death and Dismemberment (Statutory Death Benefits), to Whitman and Whitman, Inc., to provide Property Insurance, not to exceed the amount of \$1,288,467.44, for the period of December 1, 2013, through December 1, 2014 (Funding: Fund 501, Internal Service Fund, Cost Center 140835, Object Code 54501).
2. Awarding a contract to Hatch Mott MacDonald, LLC, per the terms and conditions of PD 12-13.063, Grande Lagoon Subdivision Drainage, in the amount of \$80,382 (Funding: Fund 352, "Local Option Sales Tax III," Cost Center Account Code 210107, Object Code 56301, Project Number 12EN2061, "Grande Lagoon").
3. Approving to extend the Interlocal Agreement for the Provision of Emergency Medical Services between the Escambia County Healthcare Authority and Escambia County, Florida, under the current terms and conditions, to allow Escambia County Emergency Medical Service to continue providing ambulance service to that portion of Escambia County, Alabama, generally described as the area of Flomaton, Alabama, for the period December 8, 2013, through December 7, 2014.
4. Taking the following action concerning the 2013 State Homeland Security Grant Program:
  - A. Approving Contract Number: 14-DS-L5-01-27-01-XXX, CFDA Number 97.067, *Federally-Funded Subgrant Agreement*, providing Escambia County Fire Rescue funding, in the amount of \$7,200, for allowable training and exercise costs; and
  - B. Authorizing the Chairman to sign the Agreement.



**Escambia County Public Works Department  
Engineering Division  
3363 W. Park Place  
Pensacola, Florida 32505**

**CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)**

Project Name: Grande Lagoon Subdivision Drainage Improvements Phase - 2  
 Project ID: ENGFLOOD612-8  
 Location: Grande Lagoon Subdivision off Gulf Beach Highway  
 Project Manager: Derek Fox  
 Date: 5/24/2017

\_\_\_\_\_  
Signature Approval, Division Chief

This section to be completed by Project Managers:

**DESCRIPTION OF REQUEST**

This RFF Change Order is for \$20,925.00 additional funds to add services for Grande Lagoon Drainage Improvements project. Current Task Order runs through Oct 6 2017. Original TO for \$80,382 for Grande Lagoon Drainage improvements was modified in 2014 by CO1 adding \$35,082 for a total of \$121,448 and providing an emergency response for the storm damage from the April 2014 Storm Event, which resulted in the Grande Lagoon FEMA project, subsequently designated Phase 1. That emergency repair utilized the funds from existing tasks, plus additional funds in CO1 to deal with 2014 storm damage to lakes B and C and satisfied the requirements for the FEMA emergency repair. CO2 moved the fund source for the \$35,082 added in CO1 from CIP to FLOOD. Phase 2 will address the remaining lakes in the system and will repair missing weirs and re-grade the ponds to restore operation to the storm water system damaged in 2012. To complete this project it will require collecting additional topographical survey and hydrological data for finalizing 100% design, assistance for bidding, and limited construction assistance and as-built certification. This CO will bring the TO cumulative total to \$136,378 for a cumulative increase of \$55,996.

Attached backup documentation 3 page (s).  
 RFF/NTP Start \_\_\_\_\_  
 Time shall be increased/decreased by \_\_\_\_\_ calendar days.  
 \_\_\_\_\_ Completion date

		Obligated	Required
Balance of CIP Project			
Funds for Original Construction Contract			
Funds for Construction CO#			
Contract PD	Contractor		
Funds for Original Task Order			
Funds for Addendum #			
Task Order PD	12-13.063. ENG Consultant		\$ 20,915.00
Funds for Original Work Order			
Funds for Change Order #			
Contract PD	Contractor		
Funds for Contingency	Consultant		
Funds for Permit Fees	Agency		
Funds for Land Purchases	Owner		
Funds for Title Work	Company		
Contract PD	Contractor		
Funds for			

**New Balance of CIP Project**

**This section to be completed by Administration to accomplish fund transfer:**

From: Fund \_\_\_\_\_ Project # \_\_\_\_\_ Project Name \_\_\_\_\_ Amount \_\_\_\_\_

To: Fund \_\_\_\_\_ Project # \_\_\_\_\_ Project Name \_\_\_\_\_ Amount \_\_\_\_\_

Transfer \_\_\_\_\_

County Engineer Signature \_\_\_\_\_ Transferred by \_\_\_\_\_ Transfer Date \_\_\_\_\_

Posted to Expedition  
Date: \_\_\_\_\_



Mr. Derek Fox  
Senior Project Coordinator  
Public Works Department  
Engineering Division  
3363 West Park Place  
Pensacola, FL 32505

**Your Reference**  
Grande Lagoon Lakes  
Subdivision Drainage  
Improvements Phase II

**Our Reference**  
Project No. 331227

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](http://www.mottmac.com/americas)

## **Additional Services**

April 6, 2017

Dear Mr. Fox:

Mott MacDonald (Consultant) is pleased to submit our scope to provide additional services for the Grande Lagoon Lakes Drainage Improvements project previously authorized by Escambia County (County). The additional services included in this scope are related to collecting additional survey data, further analyzing the western lake system, assisting with the competitive bidding process and providing limited construction assistance. This scope is based on our understanding of the project, the level of effort required to complete the scope of services defined below, as well as past experience with projects of similar size.

## **BASIC SERVICES**

### **TASK 1 – Additional Topographic Survey Efforts**

Consultant will conduct additional topographic surveys in the area surrounding the western portions of Lake A and Lake D, including the wood lines to the west. Additionally, the concrete spillway/control structure located between Lake A and Lake D will be surveyed to determine the existing control elevations for both lakes. Furthermore, cross sections within Lakes A and B will be collected in order to define the existing channel bottom and side slopes to be used for the existing and proposed models. The Consultant will also prepare sketch and descriptions necessary to define temporary or permanent easements used for the construction of the proposed improvements. For the purposes of this scope, the Consultant assumes two (2) easements will be required to construct the proposed improvements.

### **TASK 2 – Additional Design Analysis Efforts**

The Consultant will include additional areas for the design of the proposed improvements surrounding the western portions of Lake A and Lake D, including the wood lines to the west. These additional areas and cross sections will be incorporated into the existing and proposed models to confirm the proposed improvements at each control structure.



### **TASK 3 – Bidding Assistance and Tabulation**

Consultant will assist the County in preparing Bid Documents for the project and will provide bid assistance through the competitive bidding process. The Consultant will respond to bidder requests for information/clarification, prepare addenda and attend the pre-bid meeting and bid opening. The Consultant will also review and tabulate each submitted bid to verify calculations and the apparent low bidder.

### **OPTIONAL SERVICES**

#### **TASK 4 – Limited Contract Administration and Construction Observation**

The Consultant will attend the Pre-Construction conference, review submitted shop drawings and respond to requests for additional information made by the Contractor.

Consultant will make periodic visits during construction to observe and document the progress of the Project and provide 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 record drawings of the constructed project.

### **SUMMARY**

We look forward to finishing this important project for the County, and will gladly answer questions you may have regarding this scope of services.

Best regards,  
**Mott MacDonald FLORIDA, LLC**

Handwritten signature of Thomas A. McLendon in blue ink.

Thomas A. McLendon, PE  
Senior Project Engineer

Handwritten signature of David D. Skipper in blue ink.

David D. Skipper, PE  
Vice President

Project Name: Grande Lagoon Lakes Subdivision Drainage Improvements - Phase II  
 Project No. : 331227  
 Client: Escambia County  
 Prepared By: TAM  
 Date: May 31, 2017



Grande Lagoon Phase II Drainage Improvements - Additional Survey and Design Services		Projected Manhours						Line Item Sub-Total
		Sr. Project Engineer	Project Manager	Sr. Designer IV/V	Senior Surveyor	Surveyor III	2 Person Survey Crew	
Task	Description	\$170.00	\$145.00	\$105.00	\$115.00	\$70.00	\$125.00	
<b>BASIC SERVICES</b>								
<b>1.0</b>	<b>Additional Topographic Survey Efforts</b>							
	1.1 Topographic Survey surrounding Lake A and D, including cross sections for Lake A and B				4	16	24	\$ 4,580.00
	1.2 Control ties to property corners and rights of way				1	4	4	\$ 895.00
	1.3 Sketch and Descriptions for Temporary Easements				2	4		\$ 510.00
	Sub-Total	0	0	0	7	24	28	\$ 5,985.00
<b>2.0</b>	<b>Additional Design Analysis Efforts</b>							
	2.1 Additional hydraulic and hydrologic modelling efforts	6	14					\$ 3,050.00
	Sub-Total	6	14	0	0	0	0	\$ 3,050.00
<b>3.0</b>	<b>Bidding Assistance and Tabulation</b>							
	3.1 Coordinate with County and respond to contractor's RFI's	2	6					\$ 1,210.00
	3.2 Attend Pre-Bid and Bid Opening meetings		3					\$ 435.00
	3.3 Review Bids and Prepare Bid Tabulation	2	3					\$ 775.00
	Sub-Total	4	12	0	0	0	0	\$ 2,420.00
	Basic Services Total							\$ 11,455.00
<b>OPTIONAL SERVICES</b>								
<b>4.0</b>	<b>Limited Contract Administration and Construction Observation</b>							
	4.1 Coordinate with County and attend Pre-Construction Conference	2	3					\$ 775.00
	4.2 Shop drawing review and prepare record drawings	2	3	8				\$ 1,615.00
	4.3 Construction Observation site visits	16	30					\$ 7,070.00
	Sub-Total	20	36	8	0	0	0	\$ 9,460.00
	Project Total	30	62	8	7	24	28	\$ 20,915.00



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-12392**

**County Administrator's Report 11. 5.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 07/06/2017

**Issue:** Authorization for Acquisition of Real Property for the Jackson Creek Restoration Project

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

**Organization:** Public Works

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning Authorization for the Acquisition of Real Property for the Jackson Creek Restoration Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action to give further direction regarding the acquisition of real property located in Wesleyan Terrace Subdivision, 1st Addition, at the end of Idlewood Drive, owned by Katherine M. Grant, for the Jackson Creek Restoration Project:

- A. Authorize staff to make an offer to property owner Katherine M. Grant for the real property located in Wesleyan Terrace Subdivision, 1st Addition, at the end of Idlewood Drive, totaling approximately 1.56 acres, for the appraised value of \$26,000. Any counteroffer will be brought back before the Board for approval;
- B. Authorize staff to draft the Contract for Sale and Purchase for the acquisition of real property (approximately 1.56 acres), located in Wesleyan Terrace Subdivision, 1st Addition, at the end of Idlewood Drive, and bring the executed Contract back before the Board; and
- C. Authorize the County Attorney's Office to prepare, and the Chairman, or Vice Chairman to execute, subject to Legal review and sign-off, any documents necessary to complete the acquisition of this property without further action of the Board (if the contract is approved).

[Funding Source: Fund 352, "LOST III," Account 210107/56301, Project #13EN2382]

**BACKGROUND:**

In 2015, the National Fish and Wildlife Foundation (NFWF) officially awarded Escambia County over \$11 million in RESTORE funding for construction of five projects within the Bayou Chico Watershed. Funds were awarded through NFWF to improve water quality and enhance wildlife habitat. Projects are located in all three of the main freshwater tributaries to Bayou Chico, including a floodplain restoration/expansion project to be located along Jackson Creek, which will likely require acquisition of one or more properties. Meeting in regular session on July 23, 2015, the Board authorized staff to begin the process of obtaining necessary easements, parcels, and permits to complete the NFWF-funded restoration projects.

Natural Resources Management Staff has since completed an evaluation of potential project sites located along the creek to prioritize properties according to the specified restoration goals and grant-related metrics. Wesleyan Terrace Subdivision, 1st Addition, was one of the recommended projects (item J in attachment - Jackson Creek Potential Projects.)

An appraisal performed on this parcel, located in the 4200 Block of Idlewood Drive in Wesleyan Terrace Subdivision, 1st Addition, was returned with a final estimate of value of \$26,000.

**BUDGETARY IMPACT:**

Funding for this project is available in Funding Source: Fund 352, "LOST III," Account 210107/56301 Project #13EN2382.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

All documents will be reviewed by the County Attorney's Office for approval.

**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 Code of Ordinances.

---

**Attachments**

Summary Appraisal

Map - Grant

Jackson Creek Potential Projects

BCC July 23, 2015

# Bayou Chico Restoration Map

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**APPRAISAL REPORT**

**OF A**

**VACANT RESIDENTIAL LAND PARCEL**

**LOCATED AT**

**4200 BLOCK OF IDLEWOOD DRIVE  
PENSACOLA, ESCAMBIA COUNTY, FLORIDA 32507**

**EXCLUSIVELY FOR**

**ESCAMBIA COUNTY PUBLIC WORKS DEPARTMENT**

**AS OF**

**MAY 26, 2017**

**BY**

**CHARLES C. SHERRILL, JR., MAI  
STATE - CERTIFIED GENERAL APPRAISER #RZ1665**

**410 EAST GOVERNMENT STREET**

**PENSACOLA, FLORIDA**



## **APPRAISAL REPORT**

*The subject property consists of a vacant residential land parcel that is located in the 4200 Block of Idlewood Drive in Pensacola, Florida. The unimproved property is comprised of a 1.56-acre land parcel that is moderately wooded and has unfavorable topographic features. The client is reportedly interested in purchasing the subject parcel at a yet-undetermined price.*

*The three traditional approaches to value income-producing properties are the Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach. Based upon the type and specific characteristics of the subject property, the Cost and Income Capitalization Approaches were not considered to be appropriate to provide credible results for this valuation. Vacant land parcels like the subject in the local market are not typically leased to tenants, so market data was not concluded to be adequate to estimate a credible market rent for the subject in the Income Capitalization Approach. Secondly, due to the presumed absence of improvements, the performing of the Cost Approach was not considered to be applicable. Accordingly, the appraiser did not perform these two particular approaches to value the subject property in this assignment.*

*The subject is a vacant land parcel that is not encumbered by any leases. Buyers of this type of property in the local market typically rely most heavily on the Sales Comparison Approach in making buying decisions. Additionally, recent sales activity of similar type properties in the local market is considered to be sufficient to produce credible results. Accordingly, the appraiser has determined that the performing of the Sales Comparison Approach in this appraisal process is sufficient to achieve credible assignment results based primarily upon the intended use of this appraisal. The appraiser has clearly identified and explained the scope of work for this assignment within this appraisal report.*

*This is an Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. As such, it clearly and accurately sets forth the appraisal in a manner that will not be misleading; contains sufficient information to enable the intended users of the appraisal to understand the report properly; and clearly and accurately discloses all assumptions, extraordinary assumptions, hypothetical conditions, and limiting conditions used in the assignment. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated within this report. The appraiser is not responsible for the unauthorized use of this appraisal report.*

**CLIENT:**

Escambia County Public Works Department  
Attention: Ms. Kara Johnson  
Real Estate Acquisition Technician  
3363 West Park Place  
Pensacola, FL 32505

**APPRAISER:** Charles C. Sherrill, Jr., MAI  
State - Certified General Appraiser #RZ1665  
Sherrill Appraisal Company  
410 East Government Street  
Pensacola, FL 32502

**APPRAISAL FILE NUMBER:** N217-0224

**PROPERTY LOCATION:** 4200 Block of Idlewood, Pensacola, Escambia  
County, Florida 32507

**PROPERTY TYPE/CURRENT USE:** Vacant Residential Land Parcel

**REPORTED PROPERTY OWNER:** Katherine M. Grant

**TAX ACCOUNT NUMBER:** 07-4108-860

**PARCEL IDENTIFICATION NO.:** 37-2S-30-3400-042-002

**CURRENT PROPERTY  
TAX ASSESSMENT:** \$6,669; There are no delinquent property taxes as  
the 2016 tax bill has been paid.

**LEGAL DESCRIPTION:** A legal description of the subject property obtained  
from the Escambia County Property Appraiser's  
Office is presented in the addendum of this  
appraisal report.

**ZONING CLASSIFICATION:** HDMU; High Density Mixed Use

**FUTURE LAND USE  
CLASSIFICATION:** MU-U; Mixed-Use Urban

**TYPE AND DEFINITION OF VALUE:** The purpose of this appraisal is to provide the  
appraiser's best estimate of the market value of the  
subject real property as of the effective date. Market  
value is defined under 12 U.S.C. 1818, 1819 and  
title XI of the Financial Institutions Reform,  
Recovery, and Enforcement Act of 1989  
("FIRREA") as well as the Office of the  
Comptroller of the Currency, as "the most probable  
price which a property should bring in a competitive  
and open market under all conditions requisite to a  
fair sale, the buyer and seller each acting prudently  
and knowledgeably, and assuming the price is not  
affected by undue stimulus". Implicit in this  
definition is the consummation of a sale as of a

**TYPE AND DEFINITION OF  
VALUE (CONTINUED):**

specified date and the passing of title from seller to buyer under conditions whereby:

- (1) buyer and seller are typically motivated;
- (2) both parties are well informed or well advised, and acting in what they consider their own best interests;
- (3) a reasonable time is allowed for exposure in the open market;
- (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

**INTENDED USER OF  
APPRAISAL REPORT:**

Escambia County Public Works Department; No other party is entitled to rely upon this report without written consent of the appraiser.

**INTENDED USE OF  
APPRAISAL REPORT:**

For the sole purpose of assisting the client, Escambia County Public Works Department, in internal business decisions concerning the possible purchase of the subject property. No other party is entitled to rely upon this report without written consent of the appraiser.

**OWNERSHIP INTEREST VALUED:**

Fee Simple Title (defined as absolute ownership unencumbered by any other interest or estate; subject only to the limitations of eminent domain, escheat, police power, taxation, and/or any easements that may be present on the property).

**DATE OF PROPERTY INSPECTION:** May 26, 2017

**EFFECTIVE DATE OF VALUE:** May 26, 2017

**DATE OF APPRAISAL REPORT:** June 8, 2017

**FINAL ESTIMATE OF VALUE:** \$26,000 (Value As Is/Vacant, subject to the appraisal assumptions and limiting conditions that are presented in the addendum of this appraisal report)

# Jackson Creek Restoration



ESCAMBIA COUNTY  
ENGINEERING DIVISION  
SSW 6/15/17 DISTRICT 2



**Grant Property**

## A - North Branch Stabilization and Sediment Source Reduction

**Project Description:** The north branch of Jackson Creek is an ephemeral stream. The north branch watershed extends from Lillian Highway south under Jackson Street to intersection of Prieto Drive and Redwood Circle. Drainage is subject to over 50 feet of vertical fall from the top of watershed to Jackson Creek. North branch is substantial source of sediment into Jackson Creek and eventually Bayou Chico. Substantial grade control and bank stabilization structures are likely required to provide adequate stabilization to protect the area from erosion during storm flows. Project may include one or more sediment traps to improve removal efficiencies.

**Pros:** prevents substantial amount of sediment from entraining Jackson Creek/Bayou Chico; project may be able to be separated into manageable phases

**Cons:** cost; requires easements over, or acquisition of, dozens of individually owned parcels; inability to obtain access to key parcels may significantly limit effectiveness of the overall project;

**Estimated Cost:** >\$1M

**NFWF Grant Applicability:** Project provides water quality benefits, but does not provide clear direct wildlife habitat enhancement. Project not recommended under this funding opportunity.



## B - Corry Station Offline Wet Stormwater Retention System

**Project Description:** Headwaters of Jackson Creek currently flows across Corry Station through existing concrete ditch system. Project would construct a wet stormwater retention pond designed to capture and treat the first flush from the Twin Oaks neighborhood and Corry Station. Storm flows exceeding pond design capacity would bypass the system to Jackson Creek through existing concrete ditch. Project site is four acres. Drainage basin is approximately 260 acres. Project was initially discussed with Navy in 2012 as collaborative effort with Escambia County to implement the Bayou Chico BMAP; Navy continued to express interest in the project following April 2014 flood event.

**Pros:** design would provide treatment for first flush of stormwater runoff; provides water quality benefits necessary to address Bayou Chico fecal coliform BMAP and nutrient TMDL; provides limited flood attenuation

**Cons:** potential conflicts with future development plans for Corry Station; only provides treatment for a portion of typical storm events; does not restore historic Jackson Creek; numerous onsite construction constraints; requires future routine maintenance;

**Estimate Cost:** \$500-\$750K

**NFWF Grant Applicability:** Project provides water quality benefits, but does not provide clear direct wildlife habitat enhancement. Project not recommended under this funding opportunity.



## C - Prieto Drive Floodplain Expansion

**Project Description:** Stream segment immediately west of Prieto Drive has become largely disconnected from the historic floodplain. Project would construct floodplain benches along both sides of the creek by excavating existing material. Floodplain areas created would be replanted with appropriate native vegetation. Project site is approximately one acre /250 linear feet.

**Pros:** expanded floodplain provides improved flood attenuation; enhances wildlife utilization

**Cons:** numerous mature live oaks within excavation footprint; significant utility conflicts along stream;

**Estimated Cost:** \$300K-\$500K

**NFWF Grant Applicability:** Project reestablishes a limited amount of floodplain area. Loss of existing mature live oak canopy offsets project benefits. Project not recommended.



## D - Gregory Street Floodplain Expansion (Recommended)

**Project Description:** This stream section was ditched in the 1950s. Ditch is largely disconnected from historic floodplain by mounded side cast material from dredging. High percentage of existing canopy and subcanopy is comprised of invasive exotic species. Project would relocate centerline of the creek north onto vacant property. Areas adjacent to the new creek channel would be excavated to create new floodplain wetlands. Floodplain areas created would be replanted with appropriate native vegetation. Project site is approximately two acres /400 linear feet.

**Pros:** expanded floodplain provides improved flood attenuation; enhances wildlife utilization; restores creek to historic location; restores up to two acres of floodplain wetlands; improves water quality;

**Cons:** requires property acquisition; ability to create stable stream meander restricted by overall project length

**Estimated Cost:** \$500-\$750K (plus acquisition costs)

**NFWF Grant Applicability:** Project reestablishes historic floodplain along a portion of Jackson Creek. Wetland restoration will enhance wildlife utilization. Project is in-line with grant goals and objectives. Overall scope of project is significantly limited by the relatively small length/width ratio of the property. Project would greatly benefit by expanding restoration activities to areas further east. Project is recommended for this funding source.



## E – Gregory Street Stormwater Retrofit

**Project Description:** An ephemeral stream extends south from West Jackson Street under Gregory Street to Jackson Creek. Final section south of Gregory Street is contained within a series of concrete ditches. Project would create new stormwater treatment south of Gregory Street on vacant property. Stormwater vaults could be added to the project to increase efficiency. Drainage basin is approximately 125 acres. Site is approximately 0.5 acres.

**Pros:** provides new stormwater treatment; provides limited flood attenuation;

**Cons:** project site is too small to provide adequate treatment for typical storm events; numerous constraints further limit extent of construction; requires property acquisition;

**Estimated Cost:** \$300-\$500K (plus acquisition costs)

**NFWF Grant Applicability:** Project provides water quality benefits, but does not provide clear direct wildlife habitat enhancement. Project would greatly benefit by expanding retrofit activities to areas further south. Project not recommended under this funding opportunity.



## F – Mini Storage Wetland Restoration and Floodplain Expansion (Recommended)

**Project Description:** Existing commercial development is located within the historic floodplain of Jackson Creek. Existing creek is confined to an incised ditch. Project would demolish the existing mini storage facility and excavate associated fill material. Project would remove three acres of impervious surfaces from the watershed. Project would restore approximately 800 linear feet of Jackson Creek, and up to three acres of adjacent floodplain wetlands. Floodplain areas created would be replanted with appropriate native vegetation.

**Pros:** expanded floodplain provides improved flood attenuation; enhances wildlife utilization; restores creek to historic location; removes three acres of untreated impervious surfaces from watershed; restores three acres of floodplain wetlands; stabilizes south stream bank without hardening; improves water quality; benefits other potential projects located to the north and west.

**Cons:** requires property acquisition; requires significant demolition; numerous onsite construction constraints;

**Estimated Cost:** \$1M (plus acquisition costs)

**NFWF Grant Applicability:** Project reestablishes historic floodplain system along a portion of Jackson Creek. Wetland restoration will enhance wildlife utilization. Project is a great fit for the grant goals and objectives. Project is highly recommended for this funding source.



## G – New Warrington Road Floodplain Expansion North

**Project Description:** Project site is located along the north bank of Jackson Creek between New Warrington Road and Old Corry Field Road. Project would expand floodplain area along the inside bend of the creek. Project would remove existing camp site and associated debris. High percentage of existing canopy and subcanopy is comprised of invasive exotic species. Site is approximately 0.3 acres.

**Pros:** expanded floodplain provides improved flood attenuation; enhances wildlife utilization; improves water quality; lower risk of erosion along inside bend of stream; property currently for sale

**Cons:** floodplain expansion downstream of New Warrington Road bottleneck only provides limited flood attenuation; amount of excavation on site is limited; construction constraints associated with major road and utility crossings; western half of property is the site of previous concrete block stabilization project; relative small size of available restoration area

**Estimated Cost:** \$300-\$500K (plus acquisition costs)

**NFWF Grant Applicability:** Project reestablishes historic floodplain along a portion of Jackson Creek. Wetland restoration will remove significant debris and enhance wildlife utilization. Project is in-line with grant goals and objectives. Constraints limit project feasibility. Project is not recommended for this funding source.



## H – New Warrington Road Floodplain Expansion South

**Project Description:** Project site is located along the south bank of Jackson Creek between New Warrington Road and Old Corry Field Road. Project would expand floodplain area along the outside bend of the creek. High percentage of existing canopy and subcanopy is comprised of invasive exotic species. Site is approximately 0.4 acres.

**Pros:** expanded floodplain provides improved flood attenuation; enhances wildlife utilization; improves water quality;

**Cons:** numerous mature live oaks within excavation footprint; floodplain expansion downstream of New Warrington Road bottleneck only provides limited flood attenuation; amount of excavation on site limited; construction constraints associated with major road and utility crossings; excavation could potentially put existing private property at risk; relative small size of available restoration area

**Estimated Cost:** \$300-\$500K (plus acquisition costs)

**NFWF Grant Applicability:** Project reestablishes historic floodplain along a portion of Jackson Creek. Project is in-line with grant goals and objectives. Loss of existing mature live oak canopy offsets project benefits. Constraints limit project feasibility. Project is not recommended.





## I – Old Corry Road Wetland Restoration and Floodplain Expansion

**Project Description:** Project site is located along the north bank of Jackson Creek immediately downstream of Old Corry Field Road. Areas adjacent to the creek would be excavated to create new floodplain wetlands. Floodplain areas created would be replanted with appropriate native vegetation. Project would expand floodplain area along the north bank of the creek. Site is approximately 0.4 acres / 100 linear feet.

**Pros:** expanded floodplain provides improved flood attenuation; enhances wildlife utilization; improves water quality; no existing tree canopy; existing county parcel

**Cons:** location of previous concrete block stabilization project; floodplain expansion downstream of New Warrington Road bottleneck only provides limited flood attenuation; close proximity of Old Corry Field Road crossing; length/width ratio of property severely limits project feasibility

**Estimated Cost:** \$300K



**NFWF Grant Applicability:** Project reestablishes historic floodplain along a portion of Jackson Creek. Project is in-line with grant goals and objectives. Construction constraints limit project feasibility. Site would be better suited as construction staging area for alternative project. Project is not recommended.

## J – Wesleyan Terrace 1<sup>st</sup> Addition (Recommended)

**Project Description:** Project site is located along the north bank of Jackson Creek within the Wesleyan Terrace neighborhood. Project would acquire multiple vacant lots along the creek. High percentage of existing canopy and subcanopy is comprised of invasive exotic species. Parcels would be excavated to expand existing floodplain. Floodplain areas would be replanted with appropriate native vegetation. Site is approximately three acres / 800 linear feet.

**Pros:** expanded floodplain provides improved flood attenuation; enhances wildlife utilization; improves water quality; protects wetlands from future development; prevents future septic tank systems along Jackson Creek

**Cons:** project enhances existing floodplain areas rather than restoring historic areas; floodplain expansion downstream of New Warrington Road bottleneck only provides limited flood attenuation; likely requires property acquisition from multiple property owners; limited new floodplain potential from wettest lots; much of the site is existing wetlands

**Estimated Cost:** \$750K - \$1M



**NFWF Grant Applicability:** Project enhances historic floodplain along a portion of Jackson Creek. Project is in-line with grant goals and objectives. Floodplain expansion project would require acquisition of the least flood prone lots since lots more susceptible to flooding already provide floodplain functions. Project is only recommended on a portion of the overall project site.

## K – Jackson Creek Breach Repair

**Project Description:** Project site is located along the south bank of Jackson Creek adjacent to the southwestern most of the Jackson Lakes. A breach has formed between the creek and adjacent lake. Project would repair the breach and reestablish flows within the creek.

**Pros:** reestablishes normal base flow within the creek; protects downstream box culvert from future damage during flood events; existing county parcel

**Cons:** project does not expand existing floodplain along Jackson Creek; project may actually increase flood risk; limited access;

**Estimated Cost:** \$50K

**NFWF Grant Applicability:** Project reestablishes typical flows within this portion of Jackson Creek, but does not expand floodplain wetlands. Project is not recommended for this funding source.



## L – Jackson Lakes Site Stream Restoration (Recommended)

**Project Description:** This stream section was ditched in the 1950s. Ditch is largely disconnected from historic floodplain. Project would construct floodplain benches along both sides of the creek by excavating existing material. Floodplain areas created would be replanted with appropriate native vegetation. Project site is approximately four acres /1,800 linear feet.

**Pros:** expanded floodplain provides limited flood attenuation; enhances wildlife utilization; restores historic floodplain; restores up to two acres of floodplain wetlands; improves water quality; existing county property

**Cons:** floodplain expansion downstream of New Warrington Road bottleneck only provides limited flood attenuation; may require a new steel bridge to be installed; may limit future use of the site;

**Estimated Cost:** \$1M

**NFWF Grant Applicability:** Project reestablishes historic floodplain along a portion of Jackson Creek. Wetland restoration will enhance wildlife utilization. Project is in-line with grant goals and objectives. Project is recommended for this funding source.



## M – Jackson Creek Priority One Restoration

**Project Description:** This stream section was ditched in the 1950s. Ditch is largely disconnected from historic floodplain. Project would redirect stream through the existing southeastern most lake. Lake would be filled to create floodplain area. Previous stream channel would be abandoned. This type of stream restoration is often referred as a “priority one” restoration. High percentage of existing canopy and subcanopy is comprised of invasive exotic species. Floodplain areas would be planted with appropriate native vegetation. Site is approximately ten acres / 1,400 linear feet.

**Pros:** expanded floodplain provides limited flood attenuation; enhances wildlife utilization; restores historic floodplain; restores up to ten acres of floodplain wetlands; improves water quality; existing county property

**Cons:** cost; substantial amount of fill required; floodplain expansion downstream of New Warrington Road bottleneck only provides limited flood attenuation for upstream locations; will limit future use of the site;

**Estimated Cost:** >>\$1M



**NFWF Grant Applicability:** Project reestablishes historic floodplain along a portion of Jackson Creek. Wetland restoration will enhance wildlife utilization. Project is in-line with grant goals and objectives, but the scope of the project is far beyond the available grant budget and timeline. Project is not recommended for this funding source.

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

17. Taking the following action concerning the National Fish and Wildlife Foundation (NFWF) Project Funding Agreement for Bayou Chico Restoration Projects (Funding: this Grant will increase the Budget in Fund 118, Gulf Coast Restoration Fund, in the amount of \$11,032,250; a matching contribution from Escambia County of \$2,183,000.00 has been identified under a Florida Department of Environmental Protection 319 Grant [\$750,000.00], which will be set up in Fund 110, Other Grants and Projects, and in Fund 352, Local Option Sales Tax III, Cost Center 210107, Transportation & Drainage, Project 08EN0272, Beach Haven [\$1,433,000.00]):
  - A. Accepting and approving the National Fish and Wildlife Foundation Project Funding Agreement (NFWF Project ID #45910), in the amount of \$11,032,250, for Bayou Chico Restoration Projects;
  - B. Authorizing the Chairman to sign the Project Funding Agreement and any subsequent Agreement-related documents, including no-cost extensions, pending Legal review and approval, without further action of the Board; and
  - C. Authorizing staff to begin the process of obtaining necessary easements, parcels, and permits to complete the Bayou Chico Restoration projects.



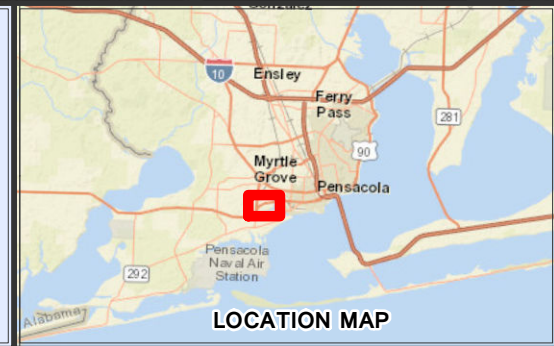
# NFWF GULF ENVIRONMENTAL BENEFIT FUND

BAYOU CHICO RESTORATION (ID #45910)  
 JACKSON CREEK FLOODPLAIN RESTORATION PROJECT  
 ALTERNATE SITE LOCATION MAP



### Legend

- Vacant Residential Lots of Record
- Escambia County Parcels
- Jackson Creek
- Bayou Chico





**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-12422** County Administrator's Report 11. 6.  
**BCC Regular Meeting** Budget & Finance Consent

**Meeting Date:** 07/06/2017

**Issue:** Supplemental Budget Amendment #163 - 4-H Foundation  
Reimbursement for Construction of a Livestock Facility

**From:** Stephan Hall, Budget Manager

**Organization:** Asst County Administrator - Lovoy

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #163 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #163, Local Option Sales Tax (LOST), Fund (352), in the amount of \$125,000, to recognize a reimbursement from the 4-H Foundation for building a new 3,700 plus square-foot livestock holding facility/building at the 4-H site located on Chaulker Road.

**BACKGROUND:**

The facility is planned to be a 3,700+ square foot metal building with open walls, except at the storage area, and a concrete floor. It is intended to be used as a temporary barn for livestock and will have storage areas, water for washing down animal stalls, and electricity for lighting and fans. Also to be considered is parking and ADA accessibility.

**BUDGETARY IMPACT:**

This amendment will increase Fund 352 by \$125,000.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

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

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

SBA#163

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**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 has received a check from the 4-H Foundation for construction of a new livestock facility/building at the 4-H Site on Chaulker Road, and these remaining 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:

<u>Local Option Sales Tax III</u>	<u>352</u>		
<b>Fund Name</b>	<b>Fund Number</b>		
<b>Revenue Title</b>	<b>Fund Number</b>	<b>Account Code</b>	<b>Amount</b>
Reimbursements/ 4-H Foundation	352	369401	125,000
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
<b>Total</b>			<b><u>125,000</u></b>
<b>Appropriations Title</b>	<b>Fund Number/Cost Center</b>	<b>Account Code/ Project Number</b>	<b>Amount</b>
Buildings	352/110267	14PF2695/ 56201	125,000
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
<b>Total</b>			<b><u>125,000</u></b>

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:  
PAM CHILDERS  
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS  
OF ESCAMBIA, COUNTY, FLORIDA

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
D. B. Underhill, Chairman

\_\_\_\_\_  
Adopted

\_\_\_\_\_  
OMB Approved

Supplemental Budget Amendment  
#163





**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

AI-12426

County Administrator's Report 11. 7.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/06/2017

Issue: Detailed Work Plan Budget - Arthropod Control for Mosquito Control Division - FY 2017-2018

From: Chips Kirschenfeld, Director

Organization: Natural Resources

CAO Approval:

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**RECOMMENDATION:**

Recommendation Concerning the Detailed Work Plan Budget for Mosquito Control Division Fiscal Year 2017-2018 - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board take the following action regarding the Detailed Work Plan Budget - Arthropod Control, for the Mosquito Control Division:

- A. Approve the Fiscal Year 2017-2018 Detailed Work Plan Budget - Arthropod Control, for the Mosquito Control Division, in the amount of \$31,540, to supplement Mosquito Control's budget to cover expenses such as overtime, training, and chemicals, as a Grant from the Florida Department of Agriculture and Consumer Services; and
- B. Authorize the Chairman to sign the document.

[Funding: Fund 106, Mosquito and Arthropod Control, Cost Center 220703]

**BACKGROUND:**

The Florida Department of Agriculture and Consumer Services (FDACS) provides Escambia County with Grant Funds to supplement its Mosquito Control Division budget. In order to receive the Fiscal Year 2017-2018 Grant, the County's Mosquito Control is required to provide a Detailed Work Plan Budget that shows how these funds will be used. The proposed Detailed Work Plan Budget is based on the next fiscal year's proposed County Budget. The Escambia County Management and Budget Services Department has reviewed this proposed Detailed Work Plan Budget for Fiscal Year 2017-2018 and found it to be acceptable. The State Grant funds will be appropriated under Fund 106, Cost Center 220703.

**BUDGETARY IMPACT:**

[Funding: Fund 106, Mosquito and Arthropod Control, Cost Center 220703]  
The revenue received from the Florida Department of Agriculture and Consumer Services will augment funds provided by the County to operate the Mosquito Control Division.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

No legal consideration associated with this recommendation.

**PERSONNEL:**

No additional personnel required associated with this recommendation.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board Policy II.A. This recommendation is in compliance with the Board of County Commissioners' policy governing Grant applications. This recommendation is consistent with Board's goals and objectives of capitalizing on alternate revenue generation without increasing the tax burden.

**IMPLEMENTATION/COORDINATION:**

Upon the Board's approval, the Natural Resources Management/Mosquito Control Division will forward the required documents to the appropriate State offices and implement the terms of the Grant.

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**Attachments**

Detailed Work Plan Budget FY17-18

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ADAM H. PUTNAM  
COMMISSIONER

Florida Department of Agriculture and Consumer Services  
Division of Agricultural Environmental Services

**DETAILED WORK PLAN BUDGET - ARTHROPOD CONTROL**

Section 388.341, F. S. and 5E-13.022(1) and (3), F. A. C.  
Telephone Number (850) 617-7995

**FOR COUNTY OR  
DISTRICT USE ONLY**

Submit to:  
Mosquito Control Program  
3125 Conner Blvd, Bldg 6  
Tallahassee, FL 32399-1650

RECOMMENDED FOR APPROVAL: _____		FOR FISCAL YEAR BEGINNING OCTOBER 1, 20 17			PREPARED BY: Matthew Mello, Division Manager, Escambia County Mosquito Control Division									
DATE: _____		ENDING SEPTEMBER 30, 20 18			DATE: 6/15/2017									
APPROVED BY: _____		COUNTY or DISTRICT Escambia County, FL			APPROVED BY: _____									
DATE: _____		AUTHORITY: CHAPTER 388.341, F. S.			D.B. Underhill, Chairman, Board of County Commissioners									
DATE: _____		DATE: _____			DATE: _____									
PAGE 1 OF 6					TO BE PAID FROM				PROGRAM ELEMENTS					
ACCOUNT	TITLE	PERIOD OR QUANTITY	RATE OR UNIT	TOTAL COST	LOCAL	STATE	GENERAL EXPENSE	CAPITAL						
<b>RECEIPTS</b>														
311	Ad Valorem (Current/Delinquent)													
					\$ 589,939.00	\$ -								
334.1	State Grant				\$ -	\$ 31,540.00								
					\$ -	\$ -								
362	Equipment Rentals				\$ -	\$ -								
					\$ -	\$ -								
337	Grants and Donations				\$ -	\$ -								
					\$ -	\$ -								
361	Interest Earnings				\$ -	\$ -								
					\$ -	\$ -								
364	Equipment and/or Other Sales				\$ -	\$ -								
					\$ -	\$ -								
369	Misc./Refunds (prior yr expenditures)				\$ -	\$ -								
					\$ -	\$ -								
380	Other Sources				\$ -	\$ -								
					\$ -	\$ -								
389	Loans				\$ -	\$ -								
					\$ -	\$ -								



Florida Department of Agriculture and Consumer Services  
Division of Agricultural Environmental Services

FOR COUNTY OR

ADAM H. PUTNAM  
COMMISSIONER

DETAILED WORK PLAN BUDGET - ARTHROPOD CONTROL

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APPROVED BY: _____		COUNTY or DISTRICT Escambia County, FL				APPROVED BY: _____								
DATE: _____		AUTHORITY: CHAPTER 388.341, F.S.				D.B. Underhill, Chairman, Board of County Commissioners								
DATE: _____		DATE: _____				DATE: _____								
PAGE 2 OF 6		TO BE PAID FROM				PROGRAM ELEMENTS								
ACCOUNT	TITLE	PERIOD OR QUANTITY	RATE OR UNIT	TOTAL COST	LOCAL	STATE	GENERAL EXPENSE	CAPITAL						
<b>EXPENDITURES</b>														
10	<b>Personal Services</b>													
	M Mello, Division Manager	2080	32.71	\$68,037	\$ 68,037.00	\$ -								
	Vacant, Mosquito Control Supervisor	2080	14.95	\$31,096	\$ 31,096.00	\$ -								
	J. Sanders, Fleet Maintenance Technician	2080	22.03	\$45,881	\$ 45,881.00	\$ -								
	C. Rooker, Mosquito Control Technician	2080	14.24	\$29,618	\$ 29,618.00	\$ -								
	E. Wise, Mosquito Control Technician	2080	14.24	\$29,618	\$ 29,618.00	\$ -								
	K Betts, Mosquito Control Technician	2080	12.67	\$26,354	\$ 26,354.00	\$ -								
	F. Hicks, Mosquito Control Technician	2080	12.3	\$25,584	\$ 25,584.00	\$ -								
	G. Wiggins, Mosquito Control Technician	2080	12.3	\$25,584	\$ 25,584.00	\$ -								
	Vacant, Mosquito Control Technician	2080	11.25	\$23,400	\$ 23,400.00	\$ -								
	A Binegar, Administrative Assistant	2080	14.98	\$31,158	\$ 31,158.00	\$ -								
	<b>Total</b>				<b>\$ 336,330.00</b>	<b>\$ -</b>								
14	Overtime- Fogging Activity				<b>\$ -</b>	<b>\$ 7,250.00</b>								
20	<b>Personal Services Benefits</b>													
21	FICA				\$ 25,730.00	\$ 555.00								
22	Retirement				\$ 26,638.00	\$ 545.00								
23	Life + Health + Dental Insurance				\$ 95,000.00	\$ 1,586.00								
24	Workers Compensation				\$ 28,305.00	\$ 64.00								
	<b>Total</b>				<b>\$ 175,673.00</b>	<b>\$ 2,750.00</b>								
30	<b>Operating Expense</b>													
34	G & K Services- (6) Tech Uniform Rentals	146	6	\$ 876.00	\$ 876.00	\$ -								
	G & K Services- (1) Lab Uniform Rental	92	1	\$ 92.00	\$ 92.00	\$ -								
	<b>Total</b>				<b>\$ 968.00</b>	<b>\$ -</b>								
40	<b>Travel &amp; Per Diem</b>													
	Director to Attend 2-3 Zika Conferences per year	250	2	\$ 500.00	\$ 500.00	\$ -								
	(3) Employees to Attend DODD Jan 2018	966	3	\$ 2,898.00	\$ -	\$ 2,898.00								
	(1) Employee to Attend Mosquito ID Course	1041	1	\$ 1,041.00	\$ -	\$ 1,041.00								
	(4) Employees to Attend FMCA Fall Meeting	500	4	\$ 2,000.00	\$ -	\$ 2,000.00								

Attest: Pam Childers, Clerk of the Circuit Court \_\_\_\_\_ Deputy Clerk



Florida Department of Agriculture and Consumer Services  
Division of Agricultural Environmental Services

**FOR COUNTY OR DISTRICT USE ONLY**

**DETAILED WORK PLAN BUDGET - ARTHROPOD CONTROL**

ADAM H. PUTNAM  
COMMISSIONER

Section 388.341, F. S. and 5E-13.022(1) and (3), F. A. C.  
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Submit to:  
Mosquito Control Program  
3125 Conner Blvd, Bldg 6  
Tallahassee, FL 32399-1650

RECOMMENDED FOR APPROVAL: _____	FOR FISCAL YEAR BEGINNING OCTOBER 1, 20 17 ENDING SEPTEMBER 30, 20 18	PREPARED BY: Matthew Mello, Division Manager, Escambia County Mosquito Control Division
DATE: _____		DATE: 6/15/2017
APPROVED BY: _____	COUNTY or DISTRICT Escambia County, FL <small>AUTHORITY: CHAPTER 388.341, F.S.</small>	APPROVED BY: _____ D.B. Underhill, Chairman, Board of County Commissioners
DATE: _____		DATE: _____

PAGE 3 OF 6						TO BE PAID FROM				PROGRAM ELEMENTS					
ACCOUNT	TITLE	PERIOD OR QUANTITY	RATE OR UNIT	TOTAL COST	LOCAL	STATE	GENERAL EXPENSE	CAPITAL							
<b>EXPENDITURES</b>															
	<b>Travel &amp; Per Diem continued..</b>														
	(2) Employees to Attend FMCA Conference	1802	2	\$ 3,604.00	\$ -	\$ 3,604.00									
	Unexpected fee increase or costs for any training	50	3	\$ 150.00	\$ -	\$ 150.00									
	<b>Total</b>				<b>\$ 500.00</b>	<b>\$ 9,693.00</b>									
41	<b>Communication Serv</b>														
	Director- Smart Phone	596	1	\$ 596.00	\$ 596.00	\$ -									
	Techs/Admin/Mechanic flip phones	388	9	\$ 3,492.00	\$ 3,492.00	\$ -									
	Spare Phone without PTT	362	1	\$ 362.00	\$ 362.00	\$ -									
	Repair/Replacment or Add'l fees/costs	125	2	\$ 250.00	\$ 250.00	\$ -									
	<b>Total</b>				<b>\$ 5,200.00</b>	<b>\$ -</b>									
42	<b>Freight Services</b>														
	Mailing FDAC Samples to Tampa	15	24	\$ 360.00	\$ 360.00	\$ -									
	General Postage	1	40	\$ 40.00	\$ 40.00	\$ -									
	Mailing FDAC Samples to Tampa	15	6	\$ 90.00	\$ -	\$ 90.00									
	<b>Total</b>				<b>\$ 400.00</b>	<b>\$ 90.00</b>									
43	<b>Utility Service</b>														
					\$ -	\$ -									
44	<b>Rentals &amp; Leases</b>														
	Misc Welding shop needs	50	4	\$ 200.00	\$ 200.00	\$ -									
45	<b>Insurance</b>														
					\$ -	\$ -									
46	<b>Repairs &amp; Maintenance</b>														
46.2	Maintnenace of Auto Equipment	700	6	\$ 4,200.00	\$ 4,200.00	\$ -									
46.2	Maintnenace of Auto Equipment	175	2	\$ 350.00	\$ 350.00	\$ -									
46.3	Maintenance of Office Equipment	726	1	\$ 726.00	\$ 726.00	\$ -									
46.4	Maintenance of Other Equipment- Sentinel Program	1170	1	\$ 1,170.00	\$ 1,170.00	\$ -									
	Misc repairs to Vehicles (Outside Company)	1434	1	\$ 1,434.00	\$ 1,434.00	\$ -									
	Misc repairs- Backup to Local budget	500	1	\$ 500.00	\$ -	\$ 500.00									
	<b>Total</b>				<b>\$ 7,880.00</b>	<b>\$ 500.00</b>									

Attest: Pam Childers, Clerk of the Circuit Court \_\_\_\_\_ Deputy Clerk



Florida Department of Agriculture and Consumer Services  
Division of Agricultural Environmental Services

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**DETAILED WORK PLAN BUDGET - ARTHROPOD CONTROL**

ADAM H. PUTNAM  
COMMISSIONER

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DATE: _____		ENDING SEPTEMBER 30, 20 18			DATE: 6/15/2017									
APPROVED BY: _____		COUNTY or DISTRICT Escambia County, FL			APPROVED BY: _____									
DATE: _____		AUTHORITY: CHAPTER 388.341, F.S.			D.B. Underhill, Chairman, Board of County Commissioners									
DATE: _____							DATE: _____							
PAGE	4	OF	6	TO BE PAID FROM					PROGRAM ELEMENTS					
ACCOUNT	TITLE	QUANTITY	UNIT	TOTAL COST	LOCAL	STATE	EXPENSE	CAPITAL						
<b>EXPENDITURES</b>														
47	<b>Printing and Binding</b>													
	Door Hangers	200	2	\$ 400.00	\$ 400.00	\$ -								
48	<b>Promotional Activities</b>													
					\$ -	\$ -								
49	<b>Other Charges</b>													
	Application of Pesticides- Annual Permit Fee				\$ 500.00	\$ -								
51	<b>Office Supplies</b>													
	Paper, Calendars, pens/pencils, filing needs	233	5	\$ 1,165.00	\$ 1,165.00	\$ -								
	Misc Office Supplies	100	4	\$ 400.00	\$ -	\$ 400.00								
	<b>Total</b>				\$ 1,165.00	\$ 400.00								
52.1	<b>Gasoline/Oil/Lube</b>													
	For All Mosquito Control Vehicles				\$ 17,384.00	\$ -								
52.2	<b>Chemicals</b>													
	Methoprene 2.1% Briquet	710	15	\$ 10,650.00	\$ 10,650.00	\$ -								
	Methoprene 4.25% Briquet	448	30	\$ 13,440.00	\$ 13,440.00	\$ -								
	Natular XRT	835	18	\$ 15,030.00	\$ 15,030.00	\$ -								
	Aqua-Bac XT	174	9	\$ 1,569.00	\$ 1,569.00	\$ -								
	Kontrol 4+4 Adulicide	4400	1	\$ 4,400.00	\$ -	\$ 4,400.00								
	Natular DT	925	1	\$ 925.00	\$ -	\$ 925.00								
	Methoprene 2.1% Briquet	710	2	\$ 1,420.00	\$ -	\$ 1,420.00								
	Methoprene 4.25% Briquet	448	2	\$ 896.00	\$ -	\$ 896.00								
	Aqua-Bac	174	12	\$ 2,088.00	\$ -	\$ 2,088.00								
	Extra freight or Cost Increases	271	1	\$ 271.00	\$ -	\$ 271.00								
	<b>Total</b>				\$ 40,689.00	\$ 10,000.00								
52.3	<b>Protective Clothing</b>													
	Safety Shoes/Boots for Technicians	130	7	\$ 910.00	\$ 910.00	\$ -								
52.4	<b>Misc. Supplies</b>													
	First Aid, Safety kits, Lab Materials	100	4	\$ 400.00	\$ 400.00	\$ -								

Attest: Pam Childers, Clerk of the Circuit Court \_\_\_\_\_ Deputy Clerk



Florida Department of Agriculture and Consumer Services  
Division of Agricultural Environmental Services

**FOR COUNTY OR DISTRICT USE ONLY**

**DETAILED WORK PLAN BUDGET - ARTHROPOD CONTROL**

ADAM H. PUTNAM  
COMMISSIONER

Section 388.341, F. S. and 5E-13.022(1) and (3), F. A. C.  
Telephone Number (850) 617-7995

Submit to:  
Mosquito Control Program  
3125 Conner Blvd, Bldg 6  
Tallahassee, FL 32399-1650

RECOMMENDED FOR APPROVAL: _____	FOR FISCAL YEAR BEGINNING OCTOBER 1, 20 17 ENDING SEPTEMBER 30, 20 18	PREPARED BY: Matthew Mello, Division Manager, Escambia County Mosquito Control Division
DATE: _____		DATE: 6/15/2017
APPROVED BY: _____	COUNTY or DISTRICT Escambia County, FL <small>AUTHORITY: CHAPTER 388.341, F.S.</small>	APPROVED BY: _____ D.B. Underhill, Chairman, Board of County Commissioners
DATE: _____		DATE: _____

PAGE	5	OF	6					TO BE PAID FROM				PROGRAM ELEMENTS				
ACCOUNT	TITLE			QUANTITY	UNIT	TOTAL COST	LOCAL	STATE	EXPENSE	CAPITAL						
	<b>EXPENDITURES</b>															
52.5	<b>Tools &amp; Implements</b>															
	Dry ice for Mosquito Traps			20	12	\$ 240.00	\$ 240.00	\$ -								
54	<b>Publications &amp; Dues</b>															
	Map Books- Street Atlas'			10	40	\$ 400.00	\$ 400.00	\$ -								
	Zika/DOH Manuals and updated publications			27	5	\$ 135.00	\$ -	\$ 135.00								
	<b>Total</b>						<b>\$ 400.00</b>	<b>\$ 135.00</b>								
55	<b>Training</b>															
	(3) Employees- DODD Registration			300	3	\$ 900.00	\$ 900.00	\$ -								
	(1) Employee- DOH, Mosquito ID Class			300	1	\$ 300.00	\$ 300.00	\$ -								
	(4) Employees- Registration to attend Fall FMCA			93	4	\$ 372.00	\$ -	\$ 372.00								
	(2) Employees- Registration for Annual Conference			175	2	\$350.00	\$0.00	\$350.00								
	<b>Total</b>						<b>\$1,200.00</b>	<b>\$722.00</b>								
71	<b>Principal</b>															
							\$ -	\$ -								
72	<b>Interest</b>															
							\$ -	\$ -								
81	<b>Aids to Government Agencies</b>															
							\$ -	\$ -								
83	<b>Other Grants and Aids</b>															
							\$ -	\$ -								
89	<b>Contingency (Current Year)</b>															
							\$ -	\$ -								
99	<b>Payment of Prior Year Accounts</b>															
							\$ -	\$ -								
	<b>TOTALS</b>						<b>\$ 589,939.00</b>	<b>\$31,540.00</b>								



Florida Department of Agriculture and Consumer Services  
 Division of Agricultural Environmental Services

**FOR COUNTY OR DISTRICT USE ONLY**

ADAM H. PUTNAM  
 COMMISSIONER

**DETAILED WORK PLAN BUDGET - ARTHROPOD CONTROL**

Section 388.341, F. S. and 5E-13.022(1) and (3), F. A. C.  
 Telephone Number (850) 617-7995

Submit to:  
 Mosquito Control Program  
 3125 Conner Blvd, Bldg 6  
 Tallahassee, FL 32399-1650

RECOMMENDED FOR APPROVAL: _____  DATE: _____	FOR FISCAL YEAR BEGINNING OCTOBER 1, 20 17  ENDING SEPTEMBER 30, 20 18	PREPARED BY: Matthew Mello, Division Manager, Escambia County Mosquito Control Division  DATE: 6/15/2017
APPROVED BY: _____  DATE: _____	COUNTY or DISTRICT Escambia County, FL <small>AUTHORITY: CHAPTER 388.341, F.S.</small>	APPROVED BY: _____ <small>D.B. Underhill, Chairman, Board of County Commissioners</small>  DATE: _____

PAGE 6 6		TO BE PAID FROM							PROGRAM ELEMENTS				
ACCOUNT	TITLE	PERIOD OR QUANTITY	RATE OR UNIT	TOTAL COST	LOCAL	STATE	GENERAL EXPENSE	CAPITAL					
<b>RESERVES</b>													
0.001	Reserves - Future Capital Outlay												
	Unused Money from 2015-2016 State Funds				\$ -	\$ 17,268.00							
0.002	Reserves - Self-Insurance				\$ -	\$ -							
0.003	Reserves - Cash Balance to be Carried Forward				\$ -	\$ -							
0.004	Reservies - Sick and Annual Leave Trans Out				\$ -	\$ -							





**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

AI-12430

County Administrator's Report 11. 8.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/06/2017

Issue: Supplemental Budget Amendment #162 - Series 2017 Capital Project Bonds

From: Stephan Hall, Budget Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

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**RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #162 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #162, Debt Service Fund (203) and Series 2017 Capital Project Fund (311), in the amount of \$90,321,401, to recognize proceeds from the issuance of the 2017 Capital Bonds per the Bond Agreement (\$87,163,447 is available toward the project after bond fees and capitalized interest), and to appropriate these funds to be used for the building of a new Jail Facility located on the McDonald Shopping Center Property.

**BACKGROUND:**

Escambia County has issued the Series 2017 Capital Bonds with funds loaned from RBC Capital Markets, LLC, Raymond James & Associates, Inc., and Wells Fargo Bank. These funds will be used toward the building of a new jail facility located on the McDonald Shopping Center Property. Currently bids are in process to find the appropriate vendor to commence construction activities associated with this capital project. The new jail will be built using FEMA and Bond proceeds.

**BUDGETARY IMPACT:**

This amendment will increase Fund 311 by \$88,742,424 and Fund 203 by \$1,578,977.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board policy requires Increases and decreases in revenues must be approved by the Board.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

SBA#162

Series 2017 Bond Backup

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**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, the County has issued and received funds for the Series 2017 Capital Project Bonds for the building of a new Jail Facility to be located on the McDonald Property, and these funds must be recognized and appropriated.**

**NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2017**

Series 2017 Capital Project Fund Debt Services	311 203		
Fund Name	Fund Number		
		<b>Revenue Title</b>	<b>Fund Number</b>
		<b>Account Code</b>	<b>Amount</b>
	311	384002	\$88,742,424
	203	381131	1,578,977
<b>Total</b>			<b>\$90,321,401</b>

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Buildings	311/290408	56201	\$87,163,447
Transfers to F-203	311/290408	59123	1,578,977
Cost of Issuance/Other Debt Costs	203/110242	57301	\$301,376
Underwriters Discount/Other Debt Costs	203/110242	57301	\$260,926
Capitalized Interest	203/110242	57201	\$1,016,675
<b>Total</b>			<b>\$90,321,401</b>

**NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution**

**ATTEST:**  
PAM CHILDERS  
CLERK OF THE CIRCUIT COURT

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

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
D.B. Underhill, Chairman

\_\_\_\_\_  
Adopted

\_\_\_\_\_  
OMB Approved

\_\_\_\_\_  
Supplemental Budget Amendment  
#162

**Gary E. Akers**

Director

**Date:** June 19, 2017  
(Closing Date: June 22, 2017)

**To:** Distribution List

**Subject:** Escambia County, Florida  
\$78,060,000 Sales Tax Revenue Bonds, Series 2017

---

This memorandum will outline information for the closing of the \$78,060,000 Sales Tax Revenue Bonds, Series 2017 (the "Series 2017 Bonds") and summarizes the money and securities transfers necessary for closing. Unless otherwise noted, all funds will be delivered in Federal Funds. Capitalized terms used but not defined in this memorandum shall have the meaning ascribed to such terms in the Official Statement dated June 6, 2017 for the Series 2017 Bonds.

**I. SCHEDULE**

**Pre-Closing**

Date: Wednesday, June 21, 2017  
Time: 3:00 pm Central  
Place: Escambia County  
221 Palafox Place  
4<sup>th</sup> Floor Conference Room  
Pensacola, FL 32503

**CLOSING**

Date: Thursday, June 22, 2017  
Time: 9:30 am Central / 10:30 am Eastern  
Place: By Phone

**II. THE PRE-CLOSING**

On June 21, 2017 at 3:00 pm Central Time, Bryant Miller Olive (“Bond Counsel”) will coordinate signing of the Series 2017 Bonds documents in preparation of the closing on Thursday, June 22, 2017.

**III. DELIVERY AND AUTHENTICATION OF SERIES 2017 BONDS**

Bond Counsel will prepare one bond for each maturity date, with its CUSIP number, registered in the name of Cede & Co. On or prior to June 22, 2017, the Series 2017 Bonds will be delivered to U.S. Bank National Association (the Registrar/Paying Agent) under the DTC “FAST” system. The Series 2017 Bonds will be held by the Registrar/Paying Agent to be transferred electronically to DTC under the FAST system. The Series 2017 Bonds will be held at DTC pending verbal notification from Bond Counsel and the Registrar / Paying Agent stating that the Series 2017 Bonds have closed.

**IV. SETTLEMENTS FROM THE UNDERWRITER**

*Bond Proceeds transfer from the Underwriter is as follows:*

	<b>Total</b>
Par Amount	\$ 78,060,000.00
Plus Net Premium	10,682,423.70
Less Underwriter’s Discount	(260,925.21)
<b>Total Transfer Amount</b>	<b>\$ 88,481,498.49</b>

*Total Transfer Amount from the Underwriter will be applied as follows:*

	<b>Total</b>
Series 2017 Project Fund Deposit	\$ 87,163,447.33
Sinking Fund Deposit	1,016,675.00
Cost of Issuance	301,376.16
<b>Total Transfer Amount</b>	<b>\$ 88,481,498.49</b>

**V. TRANSFER OF SERIES 2017 BOND PROCEEDS**

On the morning of June 22, 2017, provided all bond documents have been executed, RBC Capital Markets, LLC (“Representative”) acting on its own behalf and on behalf of Raymond James and Wells Fargo Bank, N.A., (the “Underwriters”) will transfer funds consisting of one (1) wire totaling \$88,481,498.49 to the County and dispersed as described in Section IV.

Wire instructions are below.

**Transfer of Funds from the Underwriter to the County:**

<b>Amount:</b>	<b>\$88,481,498.49</b>
To:	Bank of America New York, NY
ABA #:	026009593
Beneficiary Full Acct. Title:	Escambia County Board of County Commissioners
Beneficiary Full Acct. #:	898033991288

**VI. THE CLOSING**

Upon confirmation of the receipt of the above wire transfers, execution, and delivery of all closing documents and legal opinions, the Escambia County, Florida, Bond Counsel, the Financial Advisor, the Paying Agent/Registrar and the Representative will contact DTC to release the Series 2017 Bonds to the Underwriter and the financing will then be closed.

**VII. SOURCES & USES**

<b>Sources:</b>	
<hr/>	
<b>Bond Proceeds:</b>	
Par Amount	78,060,000.00
Net Premium	10,682,423.70
	<hr/>
	88,742,423.70
	<hr/>
<b>Uses:</b>	
<hr/>	
<b>Project Fund Deposits:</b>	
Project Fund	87,163,447.33
<b>Other Fund Deposits:</b>	
Capitalized Interest Fund	1,016,675.00
<b>Delivery Date Expenses:</b>	
Cost of Issuance	301,376.16
Underwriter's Discount	260,925.21
	<hr/>
	562,301.37
	<hr/>
	88,742,423.70
	<hr/>

**VIII. PAYMENT OF ISSUANCE COSTS**

Upon successful closing, the County will disburse funds to pay costs of issuance associated with the issuance and delivery of the Series 2017 Bonds.

**IX. RETURN OF THE GOOD FAITH DEPOSIT**

Upon successful closing, the County shall return the Good Faith Check in the amount of \$800,000.00 delivered pursuant to the Bond Purchase Contract for the Bonds. **The check should be sent back to the following address the next business day after closing.**

Overnight Delivery Instructions:	MN CM LLC – TREASURY OPS
	RBC Wealth Mgmt – US
	60 S. 6 <sup>th</sup> Street, 9 <sup>th</sup> floor
	Minneapolis, MN 55402-4422
	Mailing Code: P09 - Transit/Unit: 42057
	Attn: Theresa Faast

Approved and Accepted by:

**Escambia County, Florida**

---

Amy Lovoy, Assistant County Administrator

Approved and Accepted by:

**RBC Capital Markets, LLC**  
**acting on its own behalf**  
**and on behalf of Raymond James and**  
**Wells Fargo Bank, N.A.**

---

Mitchell Owens  
Managing Director



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

AI-12433

County Administrator's Report 11. 9.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/06/2017

Issue: Supplemental Budget Amendment #164 - Bob Sikes Toll Fund Balance Appropriation

From: Stephan Hall, Budget Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

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**RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #164 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #164, Bob Sikes Toll fund (167), in the amount of \$5,000,000, to recognize an additional amount of Fund Balance from the balance sheet account that supports future bridge construction and renovations to the Bob Sikes Bridge, and to appropriate these funds to be used to support bridge construction/renovations and the new Ferry System from downtown to Quietwater Beach.

**BACKGROUND:**

Funds are placed into a restricted cash account or balance sheet account per the Bob Sikes Bridge Bond covenants that support the future construction and bridge renovations for access to Pensacola Beach from Gulf Breeze. The Fund Balance appropriation of \$5 million will be allocated as follows; \$4 million construction/renovations/repairs to Bob Sikes Bridge and \$1 million to the new Ferry System from Downtown Pensacola to Quietwater Beach.

**BUDGETARY IMPACT:**

This amendment will increase Fund 167 by \$5,000,000. At the end of FY16 there was a total of \$8,622,963 for renewal and replacement of the toll bridge. This supplemental budget amendment will reduce that amount by \$5,000,000. According to the Engineering Department the estimated life of the toll bridge is currently until 2024, and the \$4,000,000 renovation project will increase that lifespan by 5 years until 2029.

The estimated cost to replace this bridge in today's dollars is about \$190,000,000. This amount financed over 30 years would be \$11,664,393 annually. In 2029 the projected cost of the bridge would be about \$342,000,000 or about \$21,000,000 over 30 years. In FY16 the net proceeds from the toll bridge were \$2,456,952.



**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

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

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

SBA#164

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**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 Fund Balance is being increased in the Bob Sikes Toll Fund from the balance sheet account that holds capital funds that supports future bridge construction and renovations to the Bob Sikes Bridge, 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:

Bob Sikes Toll Fund Name	167 Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Fund Balance	167	389901	5,000,000
<b>Total</b>			<b>5,000,000</b>

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Improvements Other Than Bldgs.	167/140302	56301	5,000,000
<b>Total</b>			<b>5,000,000</b>

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:  
PAM CHILDERS  
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS  
OF ESCAMBIA, COUNTY, FLORIDA

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
D. B. Underhill, Chairman

\_\_\_\_\_  
Adopted

\_\_\_\_\_  
OMB Approved

\_\_\_\_\_  
Supplemental Budget Amendment  
#164



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-12356**

**County Administrator's Report 11. 10.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 07/06/2017

**Issue:** Contract Award for Design Services for Stillbridge Lane Drainage, Retention Pond & Resurfacing Project

**From:** Paul Nobles, Purchasing Coordinator

**Organization:** Asst County Administrator - Lovoy

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning Contract Award for Design Services for Stillbridge Lane Drainage, Retention Pond & Resurfacing Project - Paul Nobles, Office of Purchasing, Purchasing Manager

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida and Sigma Consulting Group, Inc. per the terms and conditions of PD 16-17.028, Design Services for Stillbridge Lane Drainage, Retention Pond & Resurfacing Project for a lump sum of \$67,675 and optional services of \$30,800 optional services for a total of \$98,475 for this Project.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project Number 17EN3734]

**BACKGROUND:**

Requests for Letters of Interest, PD 16-17.028, Design Services for Stillbridge Lane Drainage, Retention Pond & Resurfacing Project were publicly noticed on Monday, February 27, 2017 to two hundred eight four known firms. Responses were received from eight firms on Tuesday, March 21, 2017. The Selection/Negotiation Committee short-listed to three firms and held discussions with the three firms on Thursday, May 4, 2017. The Selection/Negotiation Committee ranked in the following order:

1. Sigma Consulting Group, Inc.
2. Rebol-Battle & Associates, LLC
3. Atkins North America, Inc.

Sigma Consulting Group, Inc. provided their initial fee proposal on Tuesday, May 30, 2017. The first negotiation meeting was held on Friday June 2, 2017. Final and Best Offers were established on Wednesday, June 7, 2017 establishing the fee at a lump sum of \$67,675 and optional services of \$30,800 optional services for a total of \$98,475 for this Project.

**BUDGETARY IMPACT:**

Fund 352 LOST III, Cost Center 210107, Object Code 56301, Project Number 17EN3734

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Attorney Standard Form of Contract, Form G, Consulting Services for Stand-Alone Projects

**PERSONNEL:**

All work associated with this recommendation was done in-house and no additional staff was required.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts and Florida Statute 287.055, Competitive Consultants Negotiation Act.

**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will issue the Attorney's Standard Form of Contract, Form G, Consulting Services for Stand-Alone Projects and Purchase Order.

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**Attachments**

Agreement w/ Exhibits

Committee Evaluation Sheets

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**STANDARD PROFESSIONAL CONSULTING SERVICES  
CONTRACT DOCUMENTS**

**FOR**

**AGREEMENT BETWEEN  
ESCAMBIA COUNTY**

**AND**

**Sigma Consulting Group, Inc.**

**PD 16-17.028, Design Services for Stillbridge Lane Drainage, Retention Pond &  
Resurfacing Project**

**FORM G: CONSULTING SERVICES FOR STAND-ALONE  
PROJECTS**

**(Revised June 2016)**

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## AGREEMENT

THIS AGREEMENT is made and entered into this 6th day of July, 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 Sigma Consulting Group, Inc., a for-profit corporation authorized to transact business in the State of Florida, whose address is 3298 Summit Boulevard, Suite 32, Pensacola, Florida 32503, and whose Federal tax identification number is 72-1105441 (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:** Sigma Consulting Group, Inc. is the Consultant selected to perform professional services pursuant to this Agreement.

1.3 **CONTRACT ADMINISTRATOR:** Whenever the term "Contract Administrator" is used herein, it is intended to mean Thomans J. Williams, Engineering Project Coordinator, Public Works/Engineering. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 **CONTRACT SERVICES:** The intent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.

1.5 **COUNTY:** Escambia County is a body corporate and politic and a political subdivision of the State of Florida.

1.6 **LUMP SUM COMPENSATION:** Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.

1.7 **NOTICE TO PROCEED:** A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.

1.8 **PROJECT:** It is the intent of this Agreement that the Consultant provide to the County certain professional services for PD 16-17.028, Design Services for Stillbridge Lane Drainage, Retention Pond & Resurfacing Project.

**ARTICLE 2**  
**PREAMBLE**

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Under this Agreement, Escambia County will budget funds during Fiscal Year(s) 16-17 in the Lump Sum amount of Sixty Seven Thousand Six Hundred Sixty Five Dollars (\$67,675.00) and Optional Services of Thirty Thousand Eight Hundred Dollars (\$30,800.00) for a Total of Ninety Eight Thousand Four Hundred Seventy Five Dollars (\$98,475.00) 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 16-17.028, Design Services for Stillbridge Lane Drainage, Retention Pond & Resurfacing Project, and as represented in the Consultant's Letter of Interest response to PD 16-17.028, 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 \$620,000.00.

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 Sixty Seven Thousand Six Hundred Sixty Five Dollars (\$67,675.00) and Thirty Thousand Eight Hundred Dollars (\$30,800.00) Optional Services for a Total of Ninety Eight Thousand Four Hundred Seventy Five Dollars (\$98,475.00). 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:

Sigma Consulting Group, Inc.  
3298 Summit Boulevard, Suite 32  
Pensacola, Florida 32503

- (d) Invoices to the County shall be sent to:      Notices to the County shall be sent to:

Thomans J. Williams  
Engineering Project Coordinator  
Public Works/Engineering  
3363 West Park Place  
Pensacola, FL 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 Claudia Simmons, Purchasing Manager, P.O. Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

9.9 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall be addressed.

9.10 ALL PRIOR AGREEMENTS SUPERSEDED:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

9.11 TRUTH-IN-NEGOTIATION CERTIFICATE: The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

9.12 HEADINGS: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

9.13 GRATUITIES: Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

9.14 CONFLICT OF INTEREST: The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

9.15 SURVIVAL: All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

9.16 GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.

9.17 INTERPRETATION: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

9.18 SEVERABILITY: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

9.19 COMPLIANCE WITH LAWS: The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing,

the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

9.20 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program (“E-Verify Program”) developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

9.21 PARTICIPATION IN OTHER PROCEEDINGS: At the County’s request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

9.22 FURTHER DOCUMENTS: The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.

9.23 NO WAIVER: The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party’s right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and Sigma Consulting Group, Inc., signing by and through its Miles Williams, 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.

By: \_\_\_\_\_  
Jack R. Brown, County Administrator

Date: \_\_\_\_\_

BCC Approved: July 6, 2017

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

CONSULTANT:  
Sigma Consulting Group, Inc., a Florida Corporation authorized to do business in the State of Florida.

By: \_\_\_\_\_  
Miles Williams, President

Date: \_\_\_\_\_

ATTEST: Corporate Secretary

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



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**DRAFT**  
**SCOPE OF WORK**

June 6, 2017

**Design Services for  
Stillbridge Lane  
Roadway Rehabilitation  
and  
Drainage Improvements**

**Introduction**

*Escambia County has requested that Sigma Consulting Group (SIGMA) provide engineering services for the reconstruction of approximately 2,500 LF of Stillbridge Lane including the North and South entrances on University Parkway. The services will include drainage system improvements that include the installation of frenchdrain/underdrain systems to reduce the existing groundwater levels within Stillbridge Subdivision, addition of curb inlets to prevent street flooding and/or the repair/rehabilitation of 1,000 LF of the existing retention pond located on the east property line of the subdivision.*

*The scope and fee for this project is as follows:*

## **INDEX OF TASKS**

<b>Task 100</b>	<b>Coordination Meetings</b>
<b>Task 200</b>	<b>Topographic Survey</b>
<b>Task 300</b>	<b>Public Involvement</b>
<b>Task 400</b>	<b>Geotechnical Investigation</b>
<b>Task 500</b>	<b>Environmental Permitting</b>
<b>Task 600</b>	<b>Stormwater Permitting</b>
<b>Task 700</b>	<b>Proposed Drainage Design</b>
<b>Task 800</b>	<b>Proposed Roadway and Drainage Improvement Plans</b>
<b>Task 900</b>	<b>Bidding Assistance</b>
<b>Task 1000</b>	<b>Construction Assistance</b>

## **Task 100 Coordination Meetings**

### **County Staff Progress Meetings**

SIGMA will schedule and facilitate three (3) progress meetings with County Staff at each phase submittal (30%, Draft Final and Final). At these meetings SIGMA will discuss the project at each phase submittal, receive written comments from County personnel, respond to comments received, and incorporate changes to the construction plans and specifications resulting from such comments.

### **Utility Coordination Meetings**

SIGMA will attend three (3) regular monthly UCC meetings with County personnel at the Escambia County Central Office Complex. At these meetings SIGMA will discuss proposed improvements and potential conflicts with utility owners and coordinate the work effort involved in resolving such conflicts. SIGMA will invite utility owners affected by the proposed design/construction to attend and participate in one (1) plan-in-hand walk-through meeting once 30% draft plans are completed.

*Task 100 (Lump Sum) Engineering Fee = \$3, 370.00*

## **Task 200 Topographic Survey**

SIGMA's survey subconsultant will provide the following services for this project:

### **Task 201 – Phase I - Roadway Rehabilitation Topographic Survey**

The topographic survey will include apparent right-of-way and utilities for the following limits:

- 2500 linear feet Stillbridge Lane R/W to R/W, including 5 outfall easements and extend to edge of pavement of University Parkway

*Task 201 (Lump Sum) Subconsultant Fee = \$10,755.00*

*Task 201 (Lump Sum) Engineering Fee = \$1,040.00*

### **Task 202 – Phase II – Pond Rehabilitation Topographic Survey (Optional Services)**

- 50' x 1000' drainage easement, boundary of east lines (approx 1.1 acre) and tree survey

*Task 202 (Lump Sum) Subconsultant Fee = \$6,760.00*

*Task 202 (Lump Sum) Engineering Fee = \$440.00*

**Task 203 - Parcel 141S302100000010 Boundary Survey (Optional Services)**

- Boundary and/or easement description for parcel 141S302100000010

*Task 203 (Lump Sum) Subconsultant Fee = \$1,690.00*

*Task 203 (Lump Sum) Engineering Fee = \$270.00*

**Task 204 - Legal Sketch and Description (Optional Services)**

Prepare legal sketch and description for the following locations.

- Access easement from existing Stillbridge retention pond through Parcel 141S302100000010 to the existing County Pond
- Drainage easement along west property line of Stillbridge Subdivision
- Drainage easement to provide outfall for underdrain/frenchdrain system

*Task 204 (Lump Sum) Surveying Fee = 3 x \$250.00= \$750.00*

The survey will be completed in accordance with the most current Escambia County survey guidelines.

**Task 300 Public Involvement**

SIGMA will attend one (1) public meeting with the residents of the Stillbridge Subdivision to discuss the details associated with this project. SIGMA will provide one overall layout drawing with aerial photographs for discussion purposes.

*Task 300 (Lump Sum) Engineering Fee = \$ 1,300.00*



## **Task 400: Geotechnical Investigation**

SIGMA's subconsultant will provide a geotechnical investigation to evaluate the existing asphalt, base and subgrade for Stillbridge Lane. The geotechnical investigation will provide us with the information required to develop a pavement design for the removal and replacement of the existing roadway. The investigation will include a series of borings along the west property line of the subdivision to establish the existing groundwater elevations and it will also include the borings necessary to re-establish and re-permit the existing stormwater pond in accordance with NFWMD criteria. The detailed scope for these services list as follows:

### **Task 401 – Phase I - Roadway Rehabilitation**

- Six (6) pavement cores with subsequent auger borings on 500-foot centers.
- Ten (10) – 10' deep hand auger borings on 100-foot centers along the west property line

*Task 401 (Lump Sum) Subconsultant Fee = \$1,950.00*

*Task 401 (Lump Sum) Engineering Fee = \$610.00*

### **Task 402 - Phase II Pond Rehabilitation (Optional Services)**

- Seven (7) borings - 15' deep on 150' intervals in accordance with ERP criteria

A final report detailing the findings of the investigation and the recommendation for the pavement design, frenchdrain/underdrain design and/or pond design will be provided.

*Task 402 (Lump Sum) Subconsultant Fee = \$1,950.00*

*Task 402 (Lump Sum) Engineering Fee = \$270.00*

## **Task 500 ENVIRONMENTAL PERMITTING**

SIGMA's subconsultant will provide the environmental services to delineate the wetlands and acquire the required permits from the Florida Department of Environmental Protection (FDEP) and the United States Army Corp of Engineering (USACOE) to construct the following items associated with this project:

### **Task 501 – Phase I - Roadway Rehabilitation**

- Access Easement across Parcel 141S302100000010 (0.7 acres)

*Task 501 (Lump Sum) Subconsultant Fee = \$6,350.00*

*Task 501 (Lump Sum) Engineering Fee = \$2,110.00*

*Task 501 Permit Fee = \$320.00*

**Task 502 - Phase II Pond Rehabilitation (Optional Services)**

- Existing Pond Rehabilitation/Retrofit – 50’ x 1000’ area (1.2 acres)

*Task 502 (Lump Sum) Subconsultant Fee = \$2,250.00*

*Task 502 (Lump Sum) Engineering Fee = \$320.00*

*Task 502 Permit Fee = \$320.00*

**Task 600 STORMWATER PERMITTING**

**Task 601 – Phase I - Roadway Rehabilitation**

SIGMA will provide the permitting services necessary to coordinate two (2) meetings with the NFWMD and FDEP to determine what level of stormwater permitting is required to move forward with Phase I – Roadway Rehabilitation. The County will be invited to these meetings and meeting minutes will be recorded for each one.

*Task 601 (Lump Sum) Engineering Fee = \$2,240.00*

*Task 601 Permit Fee = \$250.00*

**Task 602 - Phase II Pond Rehabilitation (Optional Services)**

SIGMA will provide the permitting services to obtain an Environmental Resource Permit with the Northwest Florida Water Management District (NFWMD) under 62-330.451(5)(a)(b) *General Permit to Counties, Municipalities, and other Agencies to Conduct Stormwater Retrofit Activities*. This task includes submitting design calculations and plans to the permitting agency and responding to requests for additional information, if applicable.

*Task 602 (Lump Sum) Engineering Fee = \$2,150.00*

*Task 602 Permit Fee = \$250.00*

**Task 700 Proposed Drainage Design**

SIGMA will prepare a drainage report and corresponding calculations for the following items associated with this project. The items to be included in this report list as follows:

**Task 701 – Phase I - Roadway Rehabilitation**

1. Hydraulic analysis/review of existing drainage conveyance system
2. Hydraulic analysis of proposed drainage system
3. Gutter spread calculations for new curb and gutter system

*Task 701 (Lump Sum) Engineering Fee = \$4,930.00*

**Task 702 - Phase II Pond Rehabilitation (Optional Services)**

1. ADICPR hydrologic and hydraulic model for the existing and proposed conditions
2. Drainage Map
3. Pond drawdown calculations

The proposed drainage system improvements will be designed to accommodate a 25 year storm event, if possible, and this will also be detailed in the final report. Additional analysis for 50 year and 100 year storm events will be also be provided for informational purposes. The aforementioned items will be submitted to the appropriate regulatory agencies to attain the permits required for this project.

*Task 702 (Lump Sum) Engineering Fee = \$4,750.00*

**Task 800 Proposed Roadway and Drainage Improvement Plans**

SIGMA will prepare a set of roadway/drainage construction plans for the rehabilitation of Stillbridge Lane, upgrading the existing drainage conveyance system and the re-establishment of the existing retention pond. The construction drawings will utilize Escambia County Standards where applicable and the most current FDOT Design Standards for other details, where applicable. The proposed drawings for this project list as follows:

**Task 801 – Phase I - Roadway Rehabilitation Plans**

- Cover Sheet
- General Note Sheet
- SWPPP Sheet
- Roadway Typical Section (1 sheet)
- Roadway and Drainage Improvements Plan/Profile Sheets (6 sheets )
- Roadway/Drainage Cross-Section Sheets (2 sheets – 15 Sections/sheet)
- Roadway and Drainage Improvements Details (2 sheets)

*Task 801 (Lump Sum) Engineering Fee = \$21,960.00*

**Task 802 - Phase II Pond Rehabilitation Plans (Optional Services)**

- Pond Rehabilitation Plan/Profile Sheets (2 sheets)
- Pond Rehabilitation Cross-Section Sheets (2 sheets)
- Drainage Improvements Details (2 sheets)

*Task 802 (Lump Sum) Engineering Fee = \$8,630.00*

## **Task 900 Bidding Assistance**

### **Bid Tabulation and Cost Estimating**

SIGMA will prepare a Bid Tabulation that contains the following information:

- Pay item number
- Description of pay item
- Quantity and unit of measure
- Blank line for Contract Unit Price/Unit Price Extension

This task includes the time necessary to prepare the Draft Final and Final Construction Cost estimates.

*Task 900 (Lump Sum) Engineering Fee = \$4,340.00*

## **Task 1000 Construction Assistance**

### **Construction Observation**

- Attend up to six (6) construction meetings to interpret plans and specifications and respond to questions from the Contractor to facilitate the construction of the project.
- Review shop drawings, MOT plan, and erosion control plan submittals for conformance with the Construction Specifications, as needed.
- SIGMA will attend one (1) inspection meeting at substantial completion.
- SIGMA will verify a letter of substantial completion prepared by Escambia County when the work is sufficiently complete in accordance with the contract documents so that the owner can utilize the facility for its intended use.
- SIGMA will prepared a final punch list including all minor work items remaining to obtain final completion.
- Analyze changes to the plans, specifications, or Construction Contract provisions and extra work which appears to be necessary to carry out the intent of the Contract when it is determined that a change or extra work is necessary and such work is within the scope and intent of the original Construction Contract. Recommend action on such changes to the County.

### **As-built Certification**

SIGMA will utilize the Contractor's as-built set of plans to develop a final set of as-built drawings that will be provided to the County in electronic format. SIGMA will submit as-built plans to the permitting agency as required by conditions of the permit.

*Task 1000 (Lump Sum) Engineering Fee = \$6,150.00*

**Total Permitting Fee = \$570.00**

**Total Permitting Fee (Optional Services) = \$570.00**

**Total Subconsultant (Lump Sum) Fee = \$19,055.00**

**Total Subconsultant (Lump Sum) Fee (Optional Services) = \$13,400.00**

**Total Engineering (Lump Sum) Fee = \$48,050.00**

**Total Engineering (Lump Sum) Fee (Optional Services) = \$ 16,830.00**

**Total Permitting, Subconsultant & Engineering (Lump Sum) Fee = \$67,675.00**

**Total Permitting, Subconsultant & Engineering (Lump Sum) (Optional Services) Fee = \$30,800.00**

**Total Project Fee = \$98,475.00**

## **Deliverables**

### **Documents**

**Geotechnical Report**

**Drainage Calculations**

**Cost Estimate**

**Construction Plans**

**Bid Tabulation**

**Technical Specifications**

SIGMA will provide three (3) plan submittals:

One (1) 30% submittal, one (1) Draft Final submittal & one (1) "Released for Construction" submittal:

### **30% Construction Plans**

Three (3) hard copies & 1 PDF copy of 11" x 17" drawings; Scale of plan/profile drawings will be 1"=40'.

### **30% Critical Path Items**

Geotechnical Investigation is the critical path item for this project. The geotechnical information will be required to develop the final pavement design, roadway typical section, underdrain/frenchdrain design and pond design for the project.

### **Final Construction Plans**

Three (3) hard copies of signed and sealed 11" x 17" released for construction drawings

One (1) PDF copy of released for construction drawings

One (1) CD copy of ACAD drawing files

One (1) copy of project bid tabulation (Excel, PDF, and Word formats)

One (1) copy of the construction scope (PDF and Word format)

One (1) electronic copy of all information listed above

One (1) copy of Technical Specifications

### **Meetings**

As described in scope.

### **Schedule**

Sigma plans to complete Tasks 100 thru 900 – 186 calendar days from notice to proceed. Task 1000 will be initiated during the construction phase of the project.

Exhibit "B"

PD 16-17.028

Design Services for Stillbridge Lane Drainage, Retention Pond & Resurfacing

Schedule

June 6, 2017

Tasks / Deliverables	Start Date	Duration	Completion Date
NTP	7/14/2017	0 days	7/14/2017
Geotechnical Investigation	7/14/2017	30 days	8/13/2017
Topographic Survey	7/14/2017	60 days	9/12/2017
Public Involvement	6/25/2017	10 days	7/5/2017
30% Plan Submittal	9/12/2017	30 days	10/12/2017
30% Plan Review	10/12/2017	15 days	10/27/2017
Easement and ROW Acquisition	7/5/2017	120 days	<b>11/2/2017</b>
Stormwater Permitting	9/12/2017	60 days	<b>11/11/2017</b>
100% Draft Plan Submittal	10/27/2017	30 days	11/26/2017
100% Draft Plan Review	11/26/2017	15 days	12/11/2017
Final Plan Submittal	12/11/2017	21 days	1/1/2018
Final Plan Review	1/1/2018	15 days	1/16/2018
Bid Documents	1/16/2018	15 days	1/31/2018
Procurement Process	1/31/2018	60 days	4/1/2018
Construction Phase	<b>4/1/2018</b>	240 days	11/27/2018

501 days

**Notes**

1. Critical Path is Easement and ROW acquisition
2. Schedule will be updated once official NTP is given

Exhibit "C"  
**ENGINEERING SERVICES FOR**  
**Stillbridge Lane - Roadway Rehabilitation and Drainage Improvements**  
**Manhour Estimate**  
**June 6, 2017**

Task Description	Engineering					Permit Fee	Subconsultant Fee	Engineering Fee
	Admin (hours)	CADD (hours)	Jr. Engineer (hours)	Engineer (hours)	Sr. Engr. (hours)			
<b>Task 100 Coordination Meetings</b>	4		8	3	16			\$ 3,370.00
<b>Task 200 Topographic Survey</b>								
Task 201 - Phase I - Roadway Rehabilitation		2	4		4		\$ 10,755.00	\$ 1,040.00
Task 202 - Phase II – Pond Rehabilitation (Optional Services)			2		2		\$ 6,760.00	\$ 440.00
Task 203 - Parcel 141S30210000010 Boundary Survey (Optional Services)					2		\$ 1,690.00	\$ 270.00
Task 204 - Legal Sketch and Description (Optional Services)							\$ 750.00	\$ -
<b>Task 300 Public Involvement</b>	2	4	4		4			\$ 1,300.00
<b>Task 400 Geotechnical Investigation</b>								
Task 401 - Phase I - Roadway Rehabilitation			4		2		\$ 1,950.00	\$ 610.00
Task 402 - Phase II – Pond Rehabilitation (Optional Services)					2		\$ 1,950.00	\$ 270.00
<b>Task 500 Environmental Permitting</b>								
Task 501 - Phase I - Roadway Rehabilitation	2	12	6		4	\$ 320.00	\$ 6,350.00	\$ 2,110.00
Task 502 - Phase II – Pond Rehabilitation (Optional Services)		4				\$ 320.00	\$ 2,250.00	\$ 320.00
<b>Task 600 Stormwater Permitting</b>								
Task 601 - Phase I - Roadway Rehabilitation	2	2	8	2	8	\$ 250.00		\$ 2,240.00
Task 602 - Phase II – Pond Rehabilitation (Optional Services)		4	12		6	\$ 250.00		\$ 2,150.00
<b>Task 700 Proposed Drainage Design</b>								
Task 701 - Phase I - Roadway Rehabilitation	1	4	24	18	4			\$ 4,930.00
Task 702 - Phase II – Pond Rehabilitation (Optional Services)	1	4	40	4	4			\$ 4,750.00
<b>Task 800 Proposed Roadway and Drainage Improvement Plans</b>								
Task 801 : Phase I Roadway Rehabilitation Plans	6	134	56	12	36			\$ 21,960.00
Task 802 : Phase II - Pond Rehabilitation Plans (Optional Services)	2	52	26		16			\$ 8,630.00
<b>Task 900 Bidding Assistance</b>	4	0	36		8			\$ 4,340.00
<b>Task 1000 Construction Assistance</b>	2	12	42	4	8			\$ 6,150.00
<b>Total Manhours =</b>	<b>26</b>	<b>234</b>	<b>272</b>	<b>43</b>	<b>126</b>	<b>\$ 1,140.00</b>	<b>\$ 32,455.00</b>	<b>\$ 64,880.00</b>
	\$ 50.00	\$ 80.00	\$ 85.00	\$ 110.00	\$ 135.00			
	\$ 1,300.00	\$ 18,720.00	\$ 23,120.00	\$ 4,730.00	\$ 17,010.00	\$ 1,140.00	\$ 32,455.00	\$ 64,880.00

Total Permitting Fee = \$ 570.00  
Total Permitting Fee (Optional Services) = \$ 570.00

Total Subconsultant (Lump Sum) Fee = \$ 19,055.00  
Total Subconsultant (Lump Sum) Fee (Optional Services) = \$ 13,400.00

Total Engineering (Lump Sum) Fee = \$ 48,050.00  
Total Engineering (Lump Sum) Fee (Optional Services) = \$ 16,830.00

Total Permitting, Subconsultant and Engineering (LUMP SUM) Fee = \$ 67,675.00  
Total Permitting, Subconsultant and Engineering (Optional Services) Fee = \$ 30,800.00  
Total Project Fee = \$ 98,475.00



**GovernmentForms.manager™**  
**Electronic Submittal & Selection Process**  
**Escambia County, FL**

ID/Sol No. PD 16-17.028 Print

Name Design Services for Stillbridge Lane Drainage, Retention Pond & Resurfacing Project

Type Shortlist

Evaluations Due Ongoing

	American Consulting Engineers of Florida, LLC	Dewberry Engineers Inc. d/b/a Dewberry   Preble-Rish	Rebol-Battle & Associates, LLC	Baskerville-Donovan, Inc.	Atkins North America, Inc. (Pensacola Office)	Fabre Engineering, Inc. d/b/a Fabre Engineering & Surveying	Volkert, Inc. (CORPORATE)	Sigma Consulting Group, Inc.
+ Buzz Roggenbuck	61	78	82	76	85	72	77	84
+ Leslie Sanchez	79	74	86	73	78	80	77	85
+ James Duncan	90	85	92	89	93	86	89	92
+ Joy Jones	94	95	90	91	94	93	94	94
<b>Grand Total</b>	<b>324</b>	<b>332</b>	<b>350</b>	<b>329</b>	<b>350</b>	<b>331</b>	<b>337</b>	<b>355</b>
<b>Average Score</b>	<b>81.0</b>	<b>83.0</b>	<b>87.5</b>	<b>82.3</b>	<b>87.5</b>	<b>82.8</b>	<b>84.3</b>	<b>88.8</b>
<b>Progressive Rank</b> (Cumulative Position)	<b>4</b> (18)	<b>5</b> (20)	<b>3</b> (15)	<b>8</b> (26)	<b>1</b> (10)	<b>7</b> (23)	<b>6</b> (21)	<b>2</b> (11)

(100% Complete)

Post Scores





**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-12432** **County Administrator's Report 11. 11.**  
**BCC Regular Meeting** **Budget & Finance Consent**

**Meeting Date:** 07/06/2017

**Issue:** Contract Award for Quietwater Ferry Landing Construction

**From:** Paul Nobles, Purchasing Manager

**Organization:** Asst County Administrator - Lovoy

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning Contract Award for Quietwater Beach Ferry Landing Construction - Paul Nobles, Office of Purchasing, Purchasing Manager

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Hewes and Company, LLC, per the terms and conditions of PD 16-07.033, Quietwater Beach Ferry Landing, for a lump sum amount of \$1,387,880.

[Funding: Fund 352, LOST III, Cost Center 210115, Object Code 334495, Project Number 16EN3434]

**BACKGROUND:**

The legal advertisement for this "Invitation to Bid" was advertised in the Pensacola News Journal on two consecutive Mondays, April 27, 2017 and May 4, 2017. A Mandatory Pre-Solicitation Meeting was held on Monday, May 8, 2017. Nine firms were represented at that meeting. Bids were received from one firm on Tuesday, June 6, 2017.

**BUDGETARY IMPACT:**

Fund 352 LOST III, Cost Center 210115, Object Code 334495, Project # 16EN3434

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Attorney Standard Form of Contract, Form D: Road/Drainage

**PERSONNEL:**

All work associated with this recommendation was done in-house and no additional staff was required.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Code of Ordinance of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will issue the Attorney's prepared Agreement and Purchase Order.

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**Attachments**

Agreement Hewes and Company, LLC

Bid Tabulation

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**CONSTRUCTION CONTRACT  
DOCUMENTS**

**FOR**

**AGREEMENT BETWEEN  
THE BOARD OF COUNTY COMMISSIONERS OF  
ESCAMBIA COUNTY, FLORIDA**

**AND**

**Hewes and Company, LLC**

**PD 16-17.033, Quietwater Beach Ferry Landing**

**FORM D: Road/Drainage**

CONSTRUCTION CONTRACT DOCUMENTS  
FORM D

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<b>[Description/Sheet No./Date]</b>	
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**AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA  
AND THE STATE OF FLORIDA DEPARTMENT OF  
TRANSPORTATION FOR ROAD/DRAINAGE  
CONSTRUCTION CONTRACT DOCUMENTS.**

**THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA,** ("County"), hereby contracts with Hewes and Company, LLC, to perform all work ("Work") in connection with PD 16-17.033, Quietwater Beach Ferry Landing ("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:

**One Million Three Hundred Eight Seven Thousand Eight Hundred Eighty Dollars**

**\$1,387,880.00**

#### **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 fifteen (15) calendar days from the Substantial Completion Date. The Contract Time shall be the time period from the Commencement Date to the date of final completion totaling one hundred thirty five (135) calendar days (herein "Contract Time"). No work under this contract shall commence until certificates of insurance have been received and acknowledged by the Purchasing Manager.
- B.** County and Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified. Should Contractor fail to substantially complete the Work within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, \$1,000.00 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: Technical Specifications
- Exhibit I: Plans & Standard Details prepared by or for County and Identified as follows:

**TITLE SHEET NO. DATE**

- 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: David V. Forte, Division Manager

- B. All correspondence with the Contractor will be addressed to the following:

Hewes and Company, LLC  
390 Selina Street  
Pensacola, FL 32503  
Attention: Edward M. Hewes, President

- C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

**SECTION 8. MODIFICATION**

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

**SECTION 9. SUCCESSORS AND ASSIGNS**

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

**SECTION 10. GOVERNING LAW**

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida and the parties agree that venue shall be in Escambia County, Florida for any matter which is the subject of this Contract.

**SECTION 11. NO WAIVER**

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

**SECTION 12. ENTIRE AGREEMENT**

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

**SECTION 13. SEVERABILITY**

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

**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 Hewes and Company, LLC signing by and through its President, duly authorized to execute same.

**COUNTY:**

**Escambia County, Florida**, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

Witness: \_\_\_\_\_

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

County Administrator

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACTOR:**

Hewes and Company, LLC, a Florida Corporation, authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

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

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

Its: President

(Corporate Seal)

Date: \_\_\_\_\_

BCC Approved: July 6, 2017

**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. If, within two (2) years after substantial completion and acceptance, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work, which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which County is entitled as a matter of law. The Performance Bond shall remain in full force and effect throughout the two (2) year Warranty Period.

**Section 22. PROJECT LAYOUT AND CONTROL**

- 22.1.** Engineer will provide survey control, referencing beginning and ending stations, P.C.'s, P.T.'s and intermediate stations at 500 foot intervals. Staking is to be set along control line (base line or centerline of right-of-way, as indicated on plans) or at an offset determined by the Engineer. Bench Marks will be provided at intervals no greater than 1000 feet. The Engineer at the Contractor's expense shall replace any of these points, which are disturbed or destroyed by the Contractor.

- 22.2.** Contractor shall employ a competent Engineer or Land Surveyor licensed in the State of Florida familiar with construction control procedures to lay out all other parts of the work, and to establish all points, grades and levels necessary to locate the work. The Contractor shall be held responsible for all mistakes that may be caused by his incorrect layout and grade spotting work, or caused by the loss or disturbance of the Engineer's layout work.
- 22.3.** Should the Contractor in the course of the work find that the points, grades, and levels which are shown upon the Drawings are not conformable to the physical conditions of the locality at the proposed work or structure, he shall immediately inform the Engineer of the discrepancy between the actual physical conditions of the locality of the proposed work, and the points, grades and levels which are shown on the Drawings. No claim shall be made by the Contractor against the Owner for compensation or damage by reasons for failure of the Engineer to represent upon said Drawings, points, grades and levels conformable to the actual physical conditions of the locality of the proposed work.

### **Section 23. TESTS AND INSPECTIONS**

- 23.1.** County, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the Work for all required inspections, tests or approvals.
- 23.2.** If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.
- 23.3.** If any Work that is to be inspected, tested or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from County, such Work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.
- 23.4.** Neither observations by the County nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.
- 23.5.** Prior to payment for any Work for which testing is specified, Contractor shall provide the County a copy of reasonably acceptable test results relating to such work as required by the technical specifications of the solicitation.

## **Section 24. DEFECTIVE WORK**

- 24.1.** Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by County, Contractor shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by County, remove it from the site and replace it with acceptable Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.
- 24.2.** If the County considers it necessary or advisable that covered Work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.
- 24.3.** If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the Work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.
- 24.4.** Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor at the discretion of the County shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work or shall increase in the Work's warranty period beyond two (2) years.
- 24.5.** If Contractor fails, within a reasonable time after the written notice from County, to correct defective Work or to remove and replace rejected defective Work as required by County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possessions of Contractor's tools, appliances, construction equipment and machinery at the Project site

and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

## **Section 25. SUPERVISION AND SUPERINTENDENTS**

**25.1.** Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent acceptable to the County, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The resident superintendent shall possess Florida Department of Transportation approved training and certifications applicable to the Work, including but not limited to National Pollutant Discharge Elimination System (NPDES) Stormwater Management and Maintenance of Traffic Control Devices. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

## **Section 26. PROTECTION OF WORK**

**26.1.** Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

**26.2.** Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

## **Section 27. EMERGENCIES**

**27.1.** In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from County is obligated to act to prevent threatened damage, injury or loss. Contractor shall give County written notice within forty-eight (48) hours after the

occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the County determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

**Section 28. USE OF PREMISES**

- 28.1.** Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.
- 28.2.** Contractor shall provide and maintain in a neat, sanitary condition such accommodation for the use of his employees as may be necessary to comply with the regulations of the State Board of Health or other bodies having jurisdiction. He shall commit no public nuisance.

**Section 29. SAFETY**

- 29.1.** The Contractor shall designate in writing the individual responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
- 29.1.1.** All employees of the Work and other persons and/or organizations who may be affected thereby;
- 29.1.2.** All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and
- 29.1.3.** Other property on Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.
- 29.2.** The Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as



the Work is completed and final acceptance of same by County has occurred.

**29.3** The Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.

**29.4** The Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in **Exhibit C** of this Agreement.

**Section 30. PROJECT MEETINGS**

Prior to the commencement of Work, the Contractor shall attend a pre-construction conference with the County to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the County with respect to the Project, when directed to do so by County. Contractor shall have its subcontractors and suppliers attend all such meetings (including the pre-construction conference) as may be directed by the County.

**EXHIBIT 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 Amount	\$ _____	Agreement _____

The contract substantial completion date will be **increased/decreased** by \_\_\_ calendar days due to this Change Order. The new contract substantial completion date is \_\_\_\_\_. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amount of the Performance and Payment bonds have been adjusted to 100% of the new contract amount.

Accepted: \_\_\_\_\_, 20\_\_

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

*Contractor*

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

*Engineer*

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

Owner

**EXHIBIT G**

Not Used

**Exhibit H**

**Working Drawings / Plans prepared by Engineer and Identified as Follows:**



**Exhibit I**  
**Technical Specifications**

County Technical Specifications w/FDOT LAP Specifications

**Exhibit J**  
**Supplemental Terms and Conditions**  
**SUPPLEMENTARY CONDITIONS**

1. OWNER DIRECT PURCHASES (ODP)

1.1 County reserves the right to require Contractor to assign some or all of its subcontracts or other agreements with material, including equipment, suppliers directly to County. Any materials purchased by County pursuant to such an assignment of a material supply subcontract or agreement shall be referred to as "Owner Direct Purchases" (ODP) and the responsibilities of both County and Contractor relating to such ODP shall be governed by the terms and conditions of these Supplementary Conditions, which shall take precedence over other conditions and terms of the Contract Documents where inconsistencies or conflicts exist.

1.2 Material suppliers shall be selected by Contractor using competitive bidding/proposals. Supply contracts shall be awarded by the Contractor to the supplier whose bid/proposal is most advantageous to the County, price and other factors considered.

The Contractor shall include the price for all construction materials in lump sum price in his bid. His bid shall also include all Florida State sales and other taxes normally applicable to such material and equipment. The County may consider purchasing any item but does not expect to issue purchase orders for less than \$5,000. County-Purchasing of selected construction materials will be administered on a deductive Change Order basis.

1.3 Contractor shall provide County a list of all intended suppliers, vendors, and material men for consideration as ODP. This list shall be submitted at the same time as the preliminary schedule of values and the project CPM schedule. The Contractor shall submit price quotes from the vendors, as well as a description of the materials to be supplied, estimated quantities and prices.

1.4 Upon request from County, and in a timely manner, Contractor shall prepare Purchasing Requisition Request Form which shall, in form and detail acceptable to County, specifically identify the materials which County may, in its discretion, elect to purchase directly. The Purchasing Requisition Request Form shall include:

- a. the name, address, telephone number and contact person for the material supplier
- b. manufacturer or brand, model or specification number of the item
- c. quantity needed as estimated by Contractor
- d. the price quoted by the supplier for the materials identified therein
- e. any sales tax associated with such quote
- f. delivery dates as established by Contractor
- g. any reduction in Contractor's cost for both the Payment Bond and the Performance Bond
- h. shipping, handling and insurance costs

- i. detail concerning bonds or letters of credit provided by the supplier if included in his/her proposal
- j. Special terms and conditions which have been negotiated with the supplier relative to payment terms, discounts, rebates, warranty, credits or other terms and conditions which will revert to the Owner.

Contractor shall include copies of vendors' quotations and specifically reference any terms and conditions, which have been negotiated with the vendors concerning letters of credit, terms, discounts, or special payments.

At the County's option, the County will install a computer with the appropriate software and dial-up modem connection in the Contractor's office for the Contractor's use in entering requisition requests into the purchasing system. The required telephone line will be the responsibility of the Contractor.

- 1.5 After receipt of the Purchasing Requisition Request Form, County shall prepare a Purchase Order for all items of material, which County chooses to purchase directly. The purchase order shall be sent to the vendor with a copy sent to the contractor. Pursuant to the Purchase Order, the vendor will provide the required quantities of material at the price established in the vendor's quote to the contractor, excluding any sales tax associated with such price. The Contract Administrator shall be the approving authority for the County on Purchase Orders in conjunction with ODP. The Purchase Order shall also require the delivery of the ODP on the delivery dates provided by the Contractor in the Purchasing Requisition Request Form.
- 1.6 In conjunction with the execution of the Purchase Orders by the suppliers, Contractor shall execute and deliver to County one or more deductive Change Orders, referencing the full value of all ODP to be provided by each supplier from whom the County elected to purchase material directly, plus all sales taxes associated with such materials in Contractor's bid to County, plus any savings to Contractor in the cost of Payment and Performance Bonds associated with such ODP. To compensate the Contractor for the warranty enforcement obligation the Contractor's overhead and profit associated with ODP shall not be deducted from the contract. The Contract Administrator shall be the approving authority for the County on deductive Change Orders in conjunction with ODP.
- 1.7 Contractor shall be fully responsible for all matters relating to the procurement of materials furnished by and incorporated into the Project in accordance with these Supplementary Conditions including, but not limited to, assuring the correct quantities, placing the order in a timely manner, and assuring coordination of purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the goods at the time of delivery. The Contractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Contractor for the particular materials furnished. The Contractor shall provide all services required for the unloading, handling and storage of materials through installation. The County assumes the risk of loss of building material through their incorporation into the installation.

- 1.8 As ODP are delivered to the jobsite, the Contractor shall visually inspect all shipments from the suppliers, and sign off on the receiving reports for material delivered. The Contractor shall assure that each delivery of ODP is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order together with such additional information as the County may require. The Contractor will then forward the receiving report to the Clerk of the Court, Accounts Payable to match up with the invoice for payment.
- 1.9 The Contractor shall insure that ODP conform to the Specifications, and determine prior to incorporation into the Work if such materials are patently defective, and whether such materials are identical to the materials ordered and match the description on the bill of lading. If the Contractor discovers defective or non-conformities in ODP upon such visual inspection, the Contractor shall not utilize such nonconforming or defective materials in the Work and instead shall promptly notify the County of the defective or nonconforming condition so that repair or replacement of those materials can occur without any undue delay or interruption to the Project. If the Contractor fails to perform such inspection and otherwise incorporates into the work such defective or nonconforming ODP, the condition of which it either knew or should have known by performance of an inspection, Contractor shall be responsible for all damages to County resulting from Contractor's incorporation of such materials into the Project, including liquidated or delay damages.
- 1.10 The Contractor shall maintain records of all ODP it incorporates into the Work from the stock of ODP in its possession. The Contractor shall account monthly to the County for any ODP delivered into the Contractor's possession, indicating portions of all such materials which have been incorporated into the work
- 1.11 The Contractor shall be responsible for obtaining and managing all warranties and guarantees for all materials and products as required by the Contract Documents. All repair, maintenance or damage-repair calls shall be forwarded to the Contractor for resolution with the appropriate supplier, vendor, or subcontractor. Additionally, ODP items shall be warranted by the Contractor as part of the Contractor's warranty. The Contractor agrees and understands that it shall undertake all warranty enforcement and other related duties of the County for its Owner Direct Purchase equipment and materials. These duties shall be governed by and carried out pursuant to Section 21 of Exhibit A, General Terms and Conditions. To that end, the Contractor expressly agrees it shall make no distinction in discharging such warranty duties under Section 21 between Owner Direct Purchase equipment and materials and equipment and materials otherwise supplied by the Contractor.
- 1.12 Notwithstanding the transfer of ODP by the County to the Contractor's possession, the County shall retain legal and equitable title to any and all ODP.
- 1.13 The transfer of possession of ODP from the County to the Contractor shall constitute a bailment for the mutual benefit of the County and the Contractor. The County shall be considered the bailor and the Contractor the bailee of the ODP. ODP shall be considered returned to the County for purposes of their bailment at such time as they are incorporated into the Project.

- 1.14 The County shall purchase and maintain builders risk insurance sufficient to protect against any loss of or damage to ODP. Such insurance shall cover the full value of any ODP not yet incorporated into the Project during the period between the time the County first takes title to any of such ODP and the time when the last of such is incorporated into the Project. The Contractor shall purchase and maintain builders risk, all risk, insurance based on the completed value of project, less the County's ODP values. The Contractor must name Escambia County as additional insured on its policy.
- 1.15 The County shall in no way be liable for any interruption or delay in the Project, for any defects or other problems with the Project, or for any extra costs resulting from any delay in the delivery of, or defects in, ODP. Contractor's sole or exclusive remedy shall be an extension of the Contract Time for such reasonable time as determined by Contract Administrator.
- 1.16 Contractor shall be required to review invoices submitted by all suppliers of ODP delivered to the project sites and either concur or object to the County's issuance of payment to the suppliers, based upon Contractor's records of materials delivered to the site and any defects detected in such materials.
- 1.17 In order to arrange for the prompt payment to the supplier, prompt submittal of a copy of the applicable Purchase Order as receiving report, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the County. Upon receipt of the appropriate documentation, the County shall prepare a check drawn to the supplier based upon the data provided. This check will be released and remitted directly to the supplier. The Contractor agrees to assist the County to immediately obtain partial or final release of waivers as appropriate.
- 1.18 At the end of the project Contractor will be provided with a deductive Change Order for the costs incurred by County to provide all ODP, not covered by previous change orders. Salvage materials shall be stored or removed from the site at the County's direction, or may be turned over to the Contractor by the County for salvage or disposal at the Contractor's option.

**Exhibit K**  
**Federal Documents**

- 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

**LOCAL AGENCY PROGRAM  
CONSTRUCTION  
CONTRACT  
REQUIREMENTS**

**FOR**

**FERRY LANDING AT  
QUIETWATER BEACH**

**FPID: 436511-2-58-01**

**Federal Project: FLAP-012-F**

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ETC. (IF NEEDED).....	?



**CERTIFICATION OF CURRENT CAPACITY (Checklist Item # 5)**

Contractor must certify they have the financial capacity to complete the project. Include FDOT Form # 525-010-46.

**CONTRACTOR PURCHASED EQUIPMENT FOR STATE OR LOCAL OWNERSHIP (Checklist Item # 8)**

The Contractor shall not purchase any equipment for state or local ownership.

**LOBBYING CERTIFICATION (Checklist Item #18)**

Include certification in bid documents using FDOT Form #375-030-33 and FDOT Form #375-030-34.

**LOCAL / STATE HIRING PREFERENCE (Checklist Item # 19)**

No local/state hiring preferences shall be used.

**NON-COLLUSION PROVISION (Checklist Item # 21)**

Include certification in the bid documents using FDOT Form # 575-060-13.

**PUBLIC AGENCIES IN COMPETITION WITH THE PRIVATE SECTOR (Checklist Item # 30)**

No public agency shall be permitted to bid in competition or to enter into subcontracts with private contractors.

**PUBLICLY OWNED EQUIPMENT (Checklist Item # 31)**

Publicly owned equipment shall not compete with privately owned equipment on this contract

**STATE (FLORIDA OR OTHER) PRODUCED MATERIALS (Checklist Item # 33)**

No materials produced by Florida state, or other state, forces shall be used.

**STATE / LOCAL OWNED / FURNISHED / DESIGNATED MATERIALS (Checklist Item # 34)**

All materials must be provided by the contractor.

**SUSPENSION AND DEBARMENT (Checklist Item # 36)**

The Local Agency or Owner shall ensure inclusion of Form # 375-030-32 (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**

CONFIDENTIAL

For bids to be received on June 6, 2017  
~~May 30, 2017~~  
(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) \$ 5,929,030

I further certify that the "Status of Contracts on Hand" report (page 2) was prepared as follows:

1. If the letting is before the 25<sup>th</sup> day of the month, the certificate and report reflect the uncompleted work as of the 15<sup>th</sup> day of the month, last preceding the month of the letting.
2. If the letting is after the 25<sup>th</sup> day of the month, the certificate and report reflects the uncompleted work in progress as of the 15<sup>th</sup> day of the month of the letting.
3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

Sworn to and subscribed this 30<sup>th</sup> day  
of May, 20 17

Hewes and Company, LLC  
NAME OF FIRM  
By: Edward M. Hewes  
President  
Title



*Patricia Lindbak*

**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	
Institute for Human & Machine Cognition IHMC, Pensacola, FL	\$6,228,817	\$5,251,485	\$ 14,241	\$ 2,136	\$ 12,105	
Penton House Barber Shop & Cafe Campbell Investment Properties, Pensacola, FL	\$1,046,000	\$ 723,530	\$ 824,279	\$247,284	\$ 576,995	
Sims Middle School Renovation Santa Rosa County School Board, Pace, FL	\$1,181,003	\$ 861,806	\$ 887,873	\$239,726	\$ 648,147	
Pen Air Federal Credit Union Renovation PAFCU, Pensacola, FL	\$4,414,989	\$3,311,211	\$2,598,456	\$649,614	\$1,948,842	
Gill-Bass Park City of Milton, Milton, FL	\$ 547,629	\$ 494,853	\$ 456,324	\$ 45,632	\$ 410,692	
Bellview Elementary Covered Play Area Escambia County School District Pensacola, FL	\$1,216,500	\$ 925,811	\$1,147,857	\$264,007	\$ 883,850	
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	\$1,448,399	\$4,480,631	
				TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU (TOTAL COLUMNS 5 AND 6)	\$5,929,030	

### **DBE Utilization**

The Department began its DBE race neutral program January 1, 2000. **Contract specific goals are not placed on Federal/State contracts;** however, the Department has an overall 9.91% DBE goal it must achieve. In order to assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this letting.

As you prepare your bid, please monitor potential or anticipated DBE utilization for contracts. When the low bidder executes the contract with the Department, information will be requested of the contractor's DBE participation for the project. While the utilization is not mandatory in order to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Florida's DBE Program, and supports contractors' Equal Employment Opportunity and DBE Affirmative Action Programs.

Any project listed as 0% DBE availability does not mean that a DBE may not be used on that project. A 0% DBE availability may have been established due to any of the following reasons: limited identified subcontracting opportunities, minimal contract days, and/or small contract dollar amount. Contractors are encouraged to identify any opportunities to subcontract to DBE's.

Please contact the Equal Opportunity Office at (850) 414-4747 if you have any questions regarding this information. Forms may be downloaded at: [www.dot.state.fl.us/proceduraldocuments/](http://www.dot.state.fl.us/proceduraldocuments/) .

### **DBE Reporting**

If you are the prime contractor on a project, enter your DBE participation in the Equal Opportunity Compliance system prior to the pre-construction or pre-work conference for all federal and state funded projects. This **will not** become a mandatory part of the contract. It will assist the Department in tracking and reporting planned or estimated DBE utilization. During the contract, the prime contractor is required to report actual payments to DBE and MBE subcontractors through the web-based Equal Opportunity Compliance (EOC) system.

All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact EOOHelp@dot.state.fl.us.

### **Bid Opportunity List**

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both **DBE's and non-DBEs**.

Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is:

<https://www3.dot.state.fl.us/EqualOpportunityCompliance/Account.aspx/LogIn?ReturnUrl=%2fEqualOpportunityCompliance%2f> .

### **DBE/AA Plans**

Contractors bidding on FDOT contracts are to have an approved DBE Affirmative Action Plan (FDOT Form 275-030-11B) on file with the FDOT Equal Opportunity Office before execution of a contract. DBE/AA Plans must be received with the contractors bid or received by the Equal Opportunity Office prior to the award of the contract.

Plans are approved by the Equal Opportunity Office in accordance with Ch. 14-78, Florida Administrative Code. Plans that do not meet these mandatory requirements may not be approved. Approvals are for a (3) three year period and should be updated at anytime there is a change in the company's DBE Liaison Officer and/or President. Contractors may evidence adoption of the DBE/AA Policy and Plan and/or a change in the designated DBE Liaison officer as follows:

- Print the first page of the document on company stationery ("letterhead") that indicates the company's name, mailing address, phone number, etc.
- Print the company's name in the "\_\_\_\_" space; next to "Date" print the month/day/year the policy is being signed; record the signature of the company's Chief Executive Officer, President or Chairperson in the space next to "by" and print the full first and last name and position title of the official signing the policy.
- Print the DBE Liaison's full name, email address, business mailing address and phone number the bottom of email.

E-mail the completed and signed DBE AA Plan to: **eeoforms@dot.state.fl.us**.

The Department will review the policy, update department records and issue a notification of approval or disapproval; a copy of the submitted plan will not be returned to the contractor.

**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: **Hewes and Company, LLC**

By:  Date: May 30, 2017  
Authorized Signature

Title: Edward M. Hewes, 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: **Hewes and Company, LLC**

By:  Date: May 30, 2017 Authorized Signature

Title: Edward M. Hewes, President

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**DISCLOSURE OF LOBBYING ACTIVITIES**

375-030-34  
PROCUREMENT  
02/16

Is this form applicable to your firm?

YES  NO

If no, then please complete section 4 below for "Prime"

<b>1. Type of Federal Action:</b> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> a. bid/offer/application b. initial award c. post-award	<b>3. Report Type:</b> a. initial filing b. material change <b>For Material Change Only:</b> Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input checked="" type="checkbox"/> Subawardee Tier _____, if known: <b>Escambia County Florida</b> <hr/> <b>Board of County Commissioners</b> <hr/> <b>213 Palafox Place, Room 11.101</b> <hr/> <b>Pensacola, FL 32502</b> Congressional District, if known: 4c _____	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b> _____ <b>State of Florida</b> _____ _____ Congressional District, if known: _____	<b>6. Federal Department/Agency:</b> _____ _____
<b>7. Federal Program Name/Description:</b> _____ _____ CFDA Number, if applicable: _____	<b>8. Federal Action Number, if known:</b> _____	<b>9. Award Amount, if known:</b> \$ _____
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI): _____ _____ _____	<b>b. Individuals Performing Services (including address if different from No. 10a)</b> (last name, first name, MI): _____ _____ _____	<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>
Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date (mm/dd/yyyy): _____		<b>Federal Use Only:</b>
		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

## 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.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**NON-COLLUSION DECLARATION AND  
 COMPLIANCE WITH 49 CFR §29.**

ITEM/SEGMENT NO.: \_\_\_\_\_  
 F.A.P. NO.: FLAP-012-F  
 MANAGING DISTRICT: \_\_\_\_\_  
 PARCEL NO.: \_\_\_\_\_  
 COUNTY OF: ESCAMBIA  
 BID LETTING OF: Quietwater Beach Ferry Landing

I, Edward M. Hewes, hereby  
 (NAME)  
 declare that I am President of Hewes and Company, LLC  
 (TITLE) (FIRM)  
 of Pensacola, Florida  
 (CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this State Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.
8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(1)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.
9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

- (a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;
- (b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- (c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and
- (d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: \_\_\_\_\_ (Seal)

**Hewes and Company, LLC**

BY: Edward M. Hewes, President  
NAME AND TITLE PRINTED

BY:   
SIGNATURE

WITNESS: 

WITNESS: 

Executed on this 30th day of May, 2017

**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.

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

**II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are



applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

##### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the



department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**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.

**Exhibit L**  
**Solicitation Documents Index**

**ESCAMBIA COUNTY  
FLORIDA**

**INVITATION TO BIDDERS**

**Quietwater Beach Ferry Landing  
Specification Number PD 16-17.033  
FDIP: 436511-2-58-01 & 436511-2-68-01  
Federal-Aid Project Number: FLAP-012-F**

BIDS WILL BE RECEIVED UNTIL: 3:00 p.m., CDT, Tuesday, May 30, 2017

**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 Monday, May 8, 2017 from 10:00 a.m. to 11:00 p.m. CDT. **Bids received from any firm(s) not attending a mandatory pre-solicitation conference will be returned unopened.**

**Board of County Commissioners**

Douglas Underhill, Chairman  
Jeff Bergosh, Vice Chairman  
Steven Barry  
Lumon J. May  
Grover Robinson IV

**From:  
Paul R. Nobles  
Senior Purchasing Coordinator**

**Assistance:**

Paul Nobles CPPO, CPPB, FCN, FCCM  
Senior Purchasing Coordinator  
Office of Purchasing  
2<sup>nd</sup> Floor, Matt Langley Bell, III Building  
213 Palafox Place  
Pensacola, FL 32502  
Tel: (850) 595-4918  
Fax: (850) 595-4805

**SPECIAL ACCOMMODATIONS:**

**Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).**

**NOTICE**

**It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.**

ESCAMBIA COUNTY FLORIDA  
INVITATION TO BID  
BIDDER'S CHECKLIST  
QUIETWATER BEACH FERRY LANDING  
SPECIFICATION PD 16-17.033  
FDIP: 436511-2-58-01 & 436511-2-68-01  
Federal-Aid Project Number: FLAP-012-F

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, QUIETWATER BEACH FERRY LANDING, 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**

**QUIETWATER BEACH FERRY LANDING**  
**PD 16-17.033**  
**FDIP: 436511-2-58-01 & 436511-2-68-01**  
**Federal-Aid Project Number: FLAP-012-F**

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**Forms marked with a (\*\* Double Asterisk) should be returned with Offer.**

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# SIGN AND RETURN THIS FORM WITH YOUR BIDS\*\*

## SOLICITATION AND OFFER FORM

ESCAMBIA COUNTY FLORIDA

**SUBMIT OFFERS TO:**

**Invitation to Bid**

**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

**Quietwater Beach Ferry Landing**  
**Solicitation Number: PD 16-17.033**  
**FDIP: 436511-2-58-01 & 436511-2-68-01**  
**Federal-Aid Project Number: FLAP-012-F**

### SOLICITATION

MAILING DATE: Thursday, April 27, 2017

PRE-BID CONFERENCE: A **Mandatory** Pre-Solicitation Conference will be held in the Office of Purchasing on Monday, April 17, 2017 from 10:00 a.m. to 11:00 p.m. CDT. **Bids received from any firm(s) not attending a mandatory pre-solicitation conference will be returned unopened.**

OFFERS WILL BE RECEIVED UNTIL: **3:00 p.m., CDT, Tuesday, May 30, 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 \$ \_\_\_\_\_

EMAIL \_\_\_\_\_

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

\*\*

SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER  
(MANUAL)

**\*\*Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

### **Bid Form**

<b>Base Bid Amount</b>	\$
<b>Deduct Alternate #1</b>	\$
<b>Deduct Alternate #2</b>	\$
<b>Deduct Alternate #3</b>	\$

### Bid Deduct Alternates

Escambia County reserves the right to accept the Base Bid and all, some, or none of the deduct alternates as necessary for funding of Phase I for this project. Escambia County has no priority order to the deduct alternates it may or may not accept and can use any combination of base bid and deduct alternate(s).

**Deduct Alternate #1**

<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total</b>
Steel Fender Piles	EA	4		
Timber End Piles	EA	2		
Associated Fenders on 4 Fender Piles deleted	EA	4		
			<b>Total Deduct</b>	

**Deduct Alternate #2**

<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total</b>
Curb Cuts	EA	3		
Wheel Stops	EA	11		
Handrail Replacement at Main Entrance Ramps	LF	180		
Demolition of Existing Ramp and Deck at Shell	LS	1		
New Ramp (piles, framing, deck, handrail)	LS	1		
New Deck at end of Ramp (piles, framing, deck, handrail)	LS	1		
Guardrail Behind Shell	LF	28		
Relocation of existing electrical panel and shower	LS	1		
			<b>Total Deduct</b>	

**Deduct Alternate #3**

<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total</b>
Ticket Booth	EA	1		
Demolition under Ticket Booth	LS	1		
New Framing at Ticket Booth	LS	1		
Electrical at Ticket Booth	LS	1		
			<b>Total Deduct</b>	



(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 \_\_  
\_\_\_\_\_

Person to contact concerning this bid:  
\_\_\_\_\_

Occupational License No. \_\_\_\_\_

Phone \_\_\_\_\_

Florida DBPR Contractor's License,  
Certification and/or Registration No. \_\_\_\_\_  
\_\_\_\_\_

Email \_\_\_\_\_

Type of Contractor's License, Certification  
and/or Registration \_\_\_\_\_

Person to contact for emergency service:  
\_\_\_\_\_

Expiration Date: \_\_\_\_\_

Phone \_\_\_\_\_

County Permits/Fees required for this  
project:

Email \_\_\_\_\_

Permit \_\_\_\_\_ Cost \_\_\_\_\_  
To Be Determined \_\_\_\_\_

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 thirty five (135)** within **consecutive calendar days** from the date of Notice to Proceed. **Liquidated damages of \$1,000 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.

Names and addresses of proposed Subcontractors to be utilized for work on this project:

- 1.
- 2.
- 3.
- 4.

**LOCAL AGENCY PROGRAM  
CONSTRUCTION  
CONTRACT  
REQUIREMENTS**

**FOR**

**FERRY LANDING AT  
QUIETWATER BEACH**

**FPID: 436511-2-58-01**

**Federal Project: FLAP-012-F**

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DOT FORM # 375-030-32 .....	?
ETC. (IF NEEDED).....	?

**CERTIFICATION OF CURRENT CAPACITY (Checklist Item # 5)**

Contractor must certify they have the financial capacity to complete the project. Include FDOT Form # 525-010-46.

**CONTRACTOR PURCHASED EQUIPMENT FOR STATE OR LOCAL OWNERSHIP (Checklist Item # 8)**

The Contractor shall not purchase any equipment for state or local ownership.

**LOBBYING CERTIFICATION (Checklist Item #18)**

Include certification in bid documents using FDOT Form #375-030-33 and FDOT Form #375-030-34.

**LOCAL / STATE HIRING PREFERENCE (Checklist Item # 19)**

No local/state hiring preferences shall be used.

**NON-COLLUSION PROVISION (Checklist Item # 21)**

Include certification in the bid documents using FDOT Form # 575-060-13.

**PUBLIC AGENCIES IN COMPETITION WITH THE PRIVATE SECTOR (Checklist Item # 30)**

No public agency shall be permitted to bid in competition or to enter into subcontracts with private contractors.

**PUBLICLY OWNED EQUIPMENT (Checklist Item # 31)**

Publicly owned equipment shall not compete with privately owned equipment on this contract

**STATE (FLORIDA OR OTHER) PRODUCED MATERIALS (Checklist Item # 33)**

No materials produced by Florida state, or other state, forces shall be used.

**STATE / LOCAL OWNED / FURNISHED / DESIGNATED MATERIALS (Checklist Item # 34)**

All materials must be provided by the contractor.

**SUSPENSION AND DEBARMENT (Checklist Item # 36)**

The Local Agency or Owner shall ensure inclusion of Form # 375-030-32 (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**

CONFIDENTIAL

For bids to be received on \_\_\_\_\_  
(Letting Date)

Fill in your FDOT Vendor Number

VF \_\_\_\_\_

(Only applicable to FDOT pre-qualified contractors)

CERTIFICATE

I hereby certify that the amount of any proposal submitted by this bidder for the above letting does not exceed the amount of the Firm's CURRENT CAPACITY (maximum capacity rating less total uncompleted work).

The total uncompleted work as shown on  
the "Status of Contracts on Hand" report (page 2) \$ \_\_\_\_\_

I further certify that the "Status of Contracts on Hand" report (page 2) was prepared as follows:

1. If the letting is before the 25<sup>th</sup> day of the month, the certificate and report reflect the uncompleted work as of the 15<sup>th</sup> day of the month, last preceding the month of the letting.
2. If the letting is after the 25<sup>th</sup> day of the month, the certificate and report reflects the uncompleted work in progress as of the 15<sup>th</sup> day of the month of the letting.
3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

\_\_\_\_\_  
NAME OF FIRM

Sworn to and subscribed this \_\_\_\_\_ day  
of \_\_\_\_\_, 20 \_\_\_\_\_

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

\_\_\_\_\_  
Title



### STATUS OF CONTRACTS ON HAND

(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		

### **DBE Utilization**

The Department began its DBE race neutral program January 1, 2000. **Contract specific goals are not placed on Federal/State contracts;** however, the Department has an overall 9.91% DBE goal it must achieve. In order to assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this letting.

As you prepare your bid, please monitor potential or anticipated DBE utilization for contracts. When the low bidder executes the contract with the Department, information will be requested of the contractor's DBE participation for the project. While the utilization is not mandatory in order to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Florida's DBE Program, and supports contractors' Equal Employment Opportunity and DBE Affirmative Action Programs.

Any project listed as 0% DBE availability does not mean that a DBE may not be used on that project. A 0% DBE availability may have been established due to any of the following reasons: limited identified subcontracting opportunities, minimal contract days, and/or small contract dollar amount. Contractors are encouraged to identify any opportunities to subcontract to DBE's.

Please contact the Equal Opportunity Office at (850) 414-4747 if you have any questions regarding this information. Forms may be downloaded at: [www.dot.state.fl.us/proceduraldocuments/](http://www.dot.state.fl.us/proceduraldocuments/) .

### **DBE Reporting**

If you are the prime contractor on a project, enter your DBE participation in the Equal Opportunity Compliance system prior to the pre-construction or pre-work conference for all federal and state funded projects. This **will not** become a mandatory part of the contract. It will assist the Department in tracking and reporting planned or estimated DBE utilization. During the contract, the prime contractor is required to report actual payments to DBE and MBE subcontractors through the web-based Equal Opportunity Compliance (EOC) system.

All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact EOOHelp@dot.state.fl.us.

### **Bid Opportunity List**

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both **DBE's and non-DBEs**.

Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is:

<https://www3.dot.state.fl.us/EqualOpportunityCompliance/Account.aspx/LogIn?ReturnUrl=%2fEqualOpportunityCompliance%2f> .

### **DBE/AA Plans**

Contractors bidding on FDOT contracts are to have an approved DBE Affirmative Action Plan (FDOT Form 275-030-11B) on file with the FDOT Equal Opportunity Office before execution of a contract. DBE/AA Plans must be received with the contractors bid or received by the Equal Opportunity Office prior to the award of the contract.

Plans are approved by the Equal Opportunity Office in accordance with Ch. 14-78, Florida Administrative Code. Plans that do not meet these mandatory requirements may not be approved. Approvals are for a (3) three year period and should be updated at anytime there is a change in the company's DBE Liaison Officer and/or President. Contractors may evidence adoption of the DBE/AA Policy and Plan and/or a change in the designated DBE Liaison officer as follows:

- Print the first page of the document on company stationery ("letterhead") that indicates the company's name, mailing address, phone number, etc.
- Print the company's name in the "\_\_\_\_" space; next to "Date" print the month/day/year the policy is being signed; record the signature of the company's Chief Executive Officer, President or Chairperson in the space next to "by" and print the full first and last name and position title of the official signing the policy.
- Print the DBE Liaison's full name, email address, business mailing address and phone number the bottom of email.

E-mail the completed and signed DBE AA Plan to: **eeoforms@dot.state.fl.us**.

The Department will review the policy, update department records and issue a notification of approval or disapproval; a copy of the submitted plan will not be returned to the contractor.

## 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  
 02/16

Is this form applicable to your firm?  
 YES  NO   
 If *no*, then please complete section 4  
 below for "Prime"

<b>1. Type of Federal Action:</b> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> a. bid/offer/application b. initial award c. post-award	<b>3. Report Type:</b> a. initial filing b. material change <b>For Material Change Only:</b> Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> : _____ _____ _____ Congressional District, <i>if known</i> : 4c _____	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b> _____ _____ _____ Congressional District, <i>if known</i> : _____	
<b>6. Federal Department/Agency:</b> _____ _____	<b>7. Federal Program Name/Description:</b> _____ _____ CFDA Number, <i>if applicable</i> : _____	
<b>8. Federal Action Number, if known:</b> _____	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i> _____ _____ _____	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> _____ _____ _____	
<b>11.</b> 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): _____	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

## 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.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**NON-COLLUSION DECLARATION AND  
COMPLIANCE WITH 49 CFR §29.**

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 prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.
8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(l)(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.

**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.

## 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 16-17.033, Quietwater Beach Ferry Landing, FPID: 436511-2-58-01 & 436511-2-68-01, 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 QUIETWATER BEACH FERRY LANDING.**

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

### **Conduct of Participants**

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

### **Definitions**

**Blackout period** means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

**Lobbying** means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

### **Sanctions**

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

### **Scope of Work**

#### **Description**

Providing passenger services and loading/unloading for ferry vessels at Quietwater Beach is broken down into three phases. The current work consists of the construction of Phase I as shown in the Contract Documents. The proposed Phase I of work includes, but is not limited to the following:

- A new ferry landing dock that includes both fixed and floating sections connected with aluminum gangways adjacent to the existing tee-dock.
- Controlled access via locking aluminum gate at the new landing
- An ADA accessible route from the parking lot to the ferry loading
- A new 9'-6" x 7'-0" prefabricated conditioned Ticket Booth
- New lighting at the ferry landing
- New fire suppression system to service the new landing

#### **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:



Marine Contractor

Said contractor shall have minimum 10 years of experience with minimum 7 similar projects that include pile driving, floating docks, fixed piers/decks, lighting, and shelters.

2. **Bid Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **5%** of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and award form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via county warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

3. **Bonds**

**Performance and Payment Bonds**

The County **shall** require the successful offeror(s) to furnish **separate performance and payment bonds**, under pledge of adequate surety and covering up **100% of the dollar value of award** on the forms provided by the County. Such bonds shall be issued by sureties authorized to act as a surety by the State of Florida. Bonds of the successful offeror(s) shall be reviewed by the Office of Purchasing to assure compliance, then recorded in the Office of the Clerk of the Circuit Court Recording Office, 1st Floor, 221 Palafox Place, Pensacola, Florida, by the successful offeror at his expense before the contract is executed. The cost of recording is \$10.00 for the first page and \$8.50 for each additional page.

4. **Questions**

Questions may be directed Paul Nobles CPPO, CPPB, FCN, FCCM, Senior Purchasing Coordinator. Phone: (850) 595-4878; Fax: (850) 595-4805, e-mail: [prnobles@myescambia.com](mailto:prnobles@myescambia.com). Last day for questions 5:00 p.m. CDT, Tuesday, May 16, 2017

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 Monday, May 8, 2017 from 10:00 a.m. to 11:00 p.m. CDT. **Bids received from any firm(s) not attending a mandatory pre-solicitation conference will be returned unopened.**

7. **Liquidated Damages**

Should the awarded vendor fail to complete the required services or make delivery of the commodities or equipment within the time(s) specified in the contract, or within such additional time(s) as may be granted by Escambia County, the County will suffer damage, the amount of which is difficult, if not impossible to ascertain therefore, the vendor shall pay to the County, as liquidated damages, the sum of **\$1,000** for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. Such sum is mutually agreed upon as a reasonable and proper amount of damages the County will sustain per diem by failure of the vendor to complete the services or make delivery within the specified time. The costs for liquidated damages shall not be construed as a penalty on the vendor.

8. **Safety Regulations**

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

9. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

10. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court  
Attention: Accounts Payable  
221 Palafox Place  
Pensacola, FL 32502

11. **Warranty**

Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any material men supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents.

12. **Debris**

Awarded vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

13. **Protection of Property/Security**

The awarded vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from county property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

14. **Permits**

The county and/or its contracted consultant(s) have conducted a review of required permits and fees required to be purchased by the contractor from the county permitting agencies for this specific project and they are listed on the bid/proposal form(s) to the best of our knowledge.

15. **Term of Offer**

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the county within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

16. **Award**

Award shall be made on an "all-or-none total" basis.

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

17. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

18. **Termination (Services)**

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

19. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

20. **As Specified**

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense by Escambia County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards.

**Insurance Requirements**

21. **Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

### **County Insurance Required**

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

### **Workers Compensation Coverage**

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

### **General, Automobile and Excess or Umbrella Liability Coverage**

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

### **General Liability Coverage - Occurrence Form Required**

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

### **Business Auto Liability Coverage**

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

**The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30 day notification of cancellation.**

### **Excess or Umbrella Liability Coverage** (If utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

### **Evidence/Certificates of Insurance**

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the liability policy.

2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:  
  
Escambia County  
Attention: Paul R. Nobles CPPO, CPPB, FCN, FCCM  
Senior Purchasing Coordinator  
Office of Purchasing, Room 11.101  
P.O. Box 1591  
Pensacola, FL 32591-1591  
Fax (850) 595-4805
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

23. **Indemnification**

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

## Index of Documents

### **Standard Construction Contract Documents**

(Incorporated by reference and available by contacting the Office of Purchasing (850) 595-4980 or on-line at [www.co.escambia.fl.us/purchasing](http://www.co.escambia.fl.us/purchasing), must have ADOBE Reader, click link to On-Line Solicitations then click on the Standard Construction Contract Documents link in listing for this solicitation).

#### **Agreement Declaration (Revised as indicated by asterisk)**

- Section 1 \*B. Four (4) sets of contract documents
- Section 2
- Section 3
- Section 4
- Section 5 \*A. Substantially Complete in **120** calendar days  
Fully Complete and ready for Final Inspection in **135** calendar days  
\*B. Liquidated Damages at \$1,000.00 for each calendar day
- Section 6
- Section 7 \*A. Public Works/Engineering Department  
3363 West Park Place  
Pensacola, FL 32505  
Attn: David V. Forte
- 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**

**Quietwater Beach Ferry Landing  
Specification Number PD 16-17.033  
FDIP: 436511-2-58-01 & 436511-2-68-01  
Federal-Aid Project Number: FLAP-012-F**

### **TECHNICAL SPECIFICATIONS**

**See Technical Specifications Folder on CD Rom**

## **EXHIBIT I**

**Quietwater Beach Ferry Landing  
Specification Number PD 16-17.033  
FDIP: 436511-2-58-01 & 436511-2-68-01  
Federal-Aid Project Number: FLAP-012-F**

### **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 (MODIFIED): Road/Drainage**

CONSTRUCTION CONTRACT DOCUMENTS  
FORM D

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**AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND  
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.
- 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:

**[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, ADDRESS AND  
NAME OF PERSON WITH HIS OR HER TITLE TO  
WHO'S ATTENTION THE NOTICE SHOULD BE SENT]**

- C.** Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

**SECTION 8. MODIFICATION**

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

**SECTION 9. SUCCESSORS AND ASSIGNS**

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

#### **SECTION 10. GOVERNING LAW**

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida and the parties agree that venue shall be in Escambia County, Florida for any matter which is the subject of this Contract.

#### **SECTION 11. NO WAIVER**

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

#### **SECTION 12. ENTIRE AGREEMENT**

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

#### **SECTION 13. SEVERABILITY**

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

#### **SECTION 14. PUBLIC RECORDS.**

The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract. In such case, the Contractor shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontractor work).

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Escambia County  
Office of the County Administrator  
221 Palafox Place, Suite 420**

**Pensacola, Florida 32502  
(850) 595-4947**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement, and \_\_\_\_\_ signing by and through its President, duly authorized to execute same.

**COUNTY:**

**Escambia County, Florida**, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

Witness: \_\_\_\_\_

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

County Administrator

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACTOR:**

\_\_\_\_\_, a \_\_\_\_\_ Corporation, authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

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

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

Its: President

(Corporate Seal)

Date: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

**EXHIBIT A**  
**GENERAL TERMS AND CONDITIONS**

**Section 1. INTENT OF CONTRACT DOCUMENTS**

- 1.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for. When words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect 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. If, within two (2) years after substantial completion and acceptance, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work, which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which County is entitled as a matter of law. The Performance Bond shall remain in full force and effect throughout the two (2) year Warranty Period.

**Section 22. PROJECT LAYOUT AND CONTROL**

- 22.1.** Engineer will provide survey control, referencing beginning and ending stations, P.C.'s, P.T.'s and intermediate stations at 500 foot intervals. Staking is to be set along control line (base line or centerline of right-of-way, as indicated on plans) or at an offset determined by the Engineer. Bench Marks will be provided at intervals no greater than 1000 feet. The Engineer at the Contractor's expense shall replace any of these points, which are disturbed or destroyed by the Contractor.
- 22.2.** Contractor shall employ a competent Engineer or Land Surveyor licensed in the State of Florida familiar with construction control procedures to lay out all other parts of the work, and to establish all points, grades and levels necessary to locate the work. The Contractor shall be held responsible for all mistakes that may be caused by his incorrect layout and grade spotting work, or caused by the loss or disturbance of the Engineer's layout work.
- 22.3.** Should the Contractor in the course of the work find that the points, grades, and levels which are

shown upon the Drawings are not conformable to the physical conditions of the locality at the proposed work or structure, he shall immediately inform the Engineer of the discrepancy between the actual physical conditions of the locality of the proposed work, and the points, grades and levels which are shown on the Drawings. No claim shall be made by the Contractor against the Owner for compensation or damage by reasons for failure of the Engineer to represent upon said Drawings, points, grades and levels conformable to the actual physical conditions of the locality of the proposed work.

### **Section 23. TESTS AND INSPECTIONS**

- 23.1.** County, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the Work for all required inspections, tests or approvals.
- 23.2.** If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.
- 23.3.** If any Work that is to be inspected, tested or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from County, such Work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.
- 23.4.** Neither observations by the County nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.
- 23.5.** Prior to payment for any Work for which testing is specified, Contractor shall provide the County a copy of reasonably acceptable test results relating to such work as required by the technical specifications of the solicitation.

### **Section 24. DEFECTIVE WORK**

- 24.1.** Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by County, Contractor shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by County, remove it from the site and replace it with acceptable Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.
- 24.2.** If the County considers it necessary or advisable that covered Work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction

(including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

- 24.3.** If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the Work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.
- 24.4.** Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor at the discretion of the County shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work or shall increase in the Work's warranty period beyond two (2) years.
- 24.5.** If Contractor fails, within a reasonable time after the written notice from County, to correct defective Work or to remove and replace rejected defective Work as required by County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possessions of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

## **Section 25. SUPERVISION AND SUPERINTENDENTS**

- 25.1.** Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent acceptable to the County, who shall not be replaced without prior written notice to County except under

extraordinary circumstances. The resident superintendent shall possess Florida Department of Transportation approved training and certifications applicable to the Work, including but not limited to National Pollutant Discharge Elimination System (NPDES) Stormwater Management and Maintenance of Traffic Control Devices. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

## **Section 26. PROTECTION OF WORK**

- 26.1.** Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.
- 26.2.** Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

## **Section 27. EMERGENCIES**

- 27.1.** In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from County is obligated to act to prevent threatened damage, injury or loss. Contractor shall give County written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Documents 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:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witnesses

SURETY: \_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Printed Name)  
OR

\_\_\_\_\_  
As Attorney In Fact (Attach Power)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Telephone Number)

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced \_\_\_\_\_ as identification and did (did not) take an oath.  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

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

(Legibly Printed)

Notary Public, State of \_\_\_\_\_

Serial No., If Any: \_\_\_\_\_

(AFFIX OFFICIAL SEAL)



BOND NO. \_\_\_\_\_

**PAYMENT BOND**

**BY THIS BOND**, We, \_\_\_\_\_  
(Insert name, address and phone number of contractor)  
\_\_\_\_\_ (hereinafter called the "Principal")

and \_\_\_\_\_ (hereinafter called the "Surety"),  
(Insert name)  
located at \_\_\_\_\_, a surety insurer  
(Insert address and phone number)

chartered and existing under the laws of the State of \_\_\_\_\_ and authorized to do business  
in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia  
County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called  
the "County") in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) for

payment of which we bind ourselves, our heirs, our personal representatives, our successors and our  
assignees, jointly and severally.

**WHEREAS**, Principal and County have reached a mutual agreement relating to Contract  
No. \_\_\_\_\_

(hereinafter referred to as the "Contract") as of \_\_\_\_\_ (the bid award date for projects  
thereto)

for \_\_\_\_\_ the \_\_\_\_\_ purpose \_\_\_\_\_ of  
\_\_\_\_\_

(Insert name of project, including legal description, street address of property and general description of  
improvement.)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

said Contract being made a part of this Bond by this reference.

**NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:**

1. Performs the contract dated \_\_\_\_\_, \_\_\_\_\_, between Principal and County for construction of \_\_\_\_\_, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays County all loses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

**BE IT FURTHER KNOWN:**

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.
2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.
3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

**THIS BOND DATED THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_** (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PRINCIPAL:

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Witnesses as to Principal

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_, of \_\_\_\_\_

\_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced \_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

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

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of \_\_\_\_\_

Serial No., If Any: \_\_\_\_\_

ATTEST:

SURETY: \_\_\_\_\_

(Printed Name)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Printed Name)

OR

\_\_\_\_\_  
As Attorney In Fact (Attach Power)

\_\_\_\_\_  
Witnesses

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Telephone Number)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced \_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires:

\_\_\_\_\_  
(Signature)

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

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of \_\_\_\_\_

Serial No., If Any: \_\_\_\_\_

SAMPLE

**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

SAMPLE

**EXHIBIT F**  
**CONSTRUCTION CHANGE ORDER**

Change Order Number \_\_\_\_\_ Contract Number \_\_\_\_\_ PD \_\_\_\_\_  
Date: \_\_\_\_\_ Dated \_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

You hereby are authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:

*Describe changes here;*

	Dollars	Time in Calendar Days
Original Contract Amount	\$ _____	_____
Sum of Previous Changes	\$ _____	_____
This Change Order	\$ _____	_____
-----		
Adjusted Agreement Amount	\$ _____	_____

The contract substantial completion date will be **increased/decreased** by \_\_\_ calendar days due to this Change Order. The new contract substantial completion date is \_\_\_\_\_. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amount of the Performance and Payment bonds have been adjusted

to 100% of the new contract amount.

Accepted: \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_  
*Contractor*

By: \_\_\_\_\_  
*Engineer*

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

SAMPLE

**EXHIBIT G**  
**PAYMENT ADJUSTMENT - BITUMINOUS MATERIALS.**

**Not Applicable**

Exhibit K

Local Agency Program Construction Contract Requirements for Ferry Landing at Quietwater  
Beach

FPID: 436511-2-58-01

Federal Project: FLAP-012-F

- 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)





**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-12435**

**County Administrator's Report 11. 12.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 07/06/2017

**Issue:** Contract Award for Quietwater Beach Ferry Landing CEI (Construction Engineering Inspection)

**From:** Paul Nobles, Purchasing Manager

**Organization:** Asst County Administrator - Lovoy

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning Contract Award for Quietwater Beach Ferry Landing CEI (Construction Engineering Inspection) - Paul Nobles, Office of Purchasing, Purchasing Manager

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and DRMP, Inc., per the terms and conditions of PD 16-07.018, Local Agency Program Agreement Project C.E.I. (Construction Engineering Inspections) for Quietwater Beach Ferry Landing, for a lump sum amount of \$114,363.52.

[Funding: Fund 352, LOST III, Cost Center 210115, Object Code 56301, Project Number 16EN3434]

**BACKGROUND:**

Requests for Letters of Interest, PD 16-07.018, Local Agency Program Agreement Project C.E.I. (Construction Engineering Inspections) for Quietwater Beach Ferry Landing were publicly noticed on January 3, 2017 to one hundred sixty nine known firms. Responses were received from three firms on Tuesday, January 24, 2017. The Selection/Negotiation Committee ranked in the following order:

1. DRMP, Inc.
2. HDR CCC
3. Volkert, Inc.

DRMP, Inc. provided their initial fee proposal on February 17, 2017. The first negotiation meeting was held on March 1, 2017. Final and Best Offers were established on March 8, 2017 establishing the fee at a lump sum of \$114,363.52.

**BUDGETARY IMPACT:**

Fund 352 LOST III, Cost Center 210115, Object Code 56301, Project # 16EN3434

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Attorney Standard Form of Contract, Form G, Consulting Services for Stand-Alone Projects

**PERSONNEL:**

All work associated with this recommendation was done in-house and no additional staff was required.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts and Florida Statute 287.055, Competitive Consultants Negotiation Act.

**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will issue the Attorney's Standard Form of Contract, Form G, Consulting Services for Stand-Alone Projects and Purchase Order.

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**Attachments**

Agreement with DRMP including Exhibits

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**STANDARD PROFESSIONAL CONSULTING SERVICES  
CONTRACT DOCUMENTS**

**FOR**

**AGREEMENT BETWEEN  
ESCAMBIA COUNTY**

**AND**

**DRMP, INC.**

**PD 16-17.018 LOCAL AGENCY PROGRAM AGREEMENT PROJECT C.E.I.  
(CONSTRUCTION ENGINEERING INSPECTIONS) FOR QUIETWATER BEACH FERRY  
LANDING**

**FORM G: CONSULTING SERVICES FOR STAND-ALONE  
PROJECTS**

**(Revised June 2016)**

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## **AGREEMENT**

THIS AGREEMENT is made and entered into this 6<sup>th</sup> day of July, 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 DRMP, Inc., a for-profit corporation authorized to transact business in the State of Florida, whose address is 700 S. Palafox Street, Suite 160, Pensacola, FL 32502 and whose Federal tax identification number is 59-1791174 (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:** DRMP, Inc. is the Consultant selected to perform professional services pursuant to this Agreement.

1.3 **CONTRACT ADMINISTRATOR:** Whenever the term “Contract Administrator” is used herein, it is intended to mean David Forte, Division Manager, 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 PD 16-17.018, Local Agency Program Agreement Project C.E.I. (Construction Engineering Inspections) for Quietwater Beach Ferry Landing.

**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 hundred fourteen thousand three hundred sixty three and fifty two (\$114,363.52) 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 16-17.018, Local Agency Program Agreement Project C.E.I. (Construction Engineering Inspections) for Quietwater Beach Ferry Landing, and as represented in the Consultant's Letter of Interest response to PD 16-17.018, 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 N/A.

3.5 The Consultant may be liable for County costs resulting from negligent, reckless or intentionally wrongful errors or omissions in designs furnished under this Agreement, or failure to timely perform its services under this Agreement. Therefore, when a modification to a construction contract is required because of a negligent, reckless or intentionally wrongful error or omission in the services provided under this Agreement, the County (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable. The County shall enforce such liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the County's interest.

**ARTICLE 4**  
**TIME FOR PERFORMANCE**

4.1 The schedule for completion of the Consultant's services shall be in accordance with Exhibit "B," which is attached hereto and made a part hereof. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.

4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.

4.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

**ARTICLE 5**  
**COMPENSATION AND METHOD OF BILLING AND PAYMENT**

5.1 **COMPENSATION:** The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: A lump sum amount of one hundred fourteen thousand three hundred sixty three and fifty two (\$114,363.52). 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:

DRMP, Inc.  
700 S. Palafox Street, Suite 160  
Pensacola, FL 32502

(d) Invoices to the County shall be sent to:      Notices to the County shall be sent to:

David Forte  
Division Manager  
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 **COMPLIANCE WITH LAWS:** The Consultant agrees to comply, at its own expense, with all federal, state, and local laws, codes, statutes, ordinances, rules, regulations and requirements related to the performance of this Agreement, including but not limited to the Local Agency Program Federal-Aid Terms for Professional Services Contracts, attached hereto as Exhibit D.

9.6 **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.

9.7 **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.

9.8 **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.

9.9 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 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.

(g) 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.

(h) United States Longshoreman and Harbor workers Act Coverage. The workers compensation policy is to be endorsed to include United States Longshoremen and Harbor workers Act coverage for exposures which may arise from this agreement or contract.

(i) 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.

9.10 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall be addressed.

9.11 ALL PRIOR AGREEMENTS SUPERSEDED:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

9.12 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.

9.13 HEADINGS: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

9.14 GRATUITIES: Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

9.15 CONFLICT OF INTEREST: The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

9.16 SURVIVAL: All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

9.17 GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.

9.18 INTERPRETATION: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation

referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

9.19 **SEVERABILITY:** The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

9.20 **COMPLIANCE WITH LAWS:** The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

9.21 **EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY):** In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

**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 DRMP, Inc., 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

Date: \_\_\_\_\_

\_\_\_\_\_

Witness

BCC Approved: July 6, 2017

CONSULTANT:  
DRMP, Inc., a Florida Corporation authorized to do business in the State of Florida.

ATTEST:

By: \_\_\_\_\_  
Mark E. Puckett, P.E., Vice President

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

Date: \_\_\_\_\_

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



**Principals**

Wayne D. Chalifoux  
Donaldson K. Barton, Jr.  
Glenn J. Lusink  
Jon S. Meadows  
Mark D. Prochak  
Mark E. Puckett  
Lawrence L. Smith, Jr.

February 27, 2017

**DRMP Job # 17-0017.0mk**

Eddie H. Wehmeier  
Purchasing Specialist  
Board of County Commissioners  
Office of Purchasing  
Matt Langley Bell III Building  
213 Palafox Place 2nd. Floor  
Pensacola, Florida 32502

**Subject: Scope of Work and Fee Estimate  
CEI Services for Quietwater Beach Ferry Landing  
Solicitation Identification Number PD 16-17.018**

Dear Mr. Wehmeier,

In conformance to your email on February 21, 2017, DRMP is pleased to submit the scope of services and fee estimate for Quietwater Beach Ferry Landing project Phase I. The scope of services provided in the solicitation is used as a basis for the scope of work detailed here in and for preparation of the fee estimate. Our CEI services will commence 30 days prior to the Contractor’s Notice to Proceed (NTP), continue through the construction duration and end 30 days after Final Acceptance.

**9.0 REQUIREMENTS OF THE CONSULTANT**

**9.1 General:**

Our CEI personnel understand our responsibility is to provide field inspection and coordination services necessary to administer the construction contract in such a manner to determine that the project is constructed in reasonable conformity with the plans, specifications, and contract provisions. DRMP will identify and report any substantial deficiencies to the County and direct the Contractor to correct noted deficiencies.

DRMP will critique all Supplemental Agreements for validity, creating an Engineer’s Estimate analyzing cost proposals submitted by the Contractor. A complete packet with recommendations will be submitted to the County Project Coordinator requesting feedback and/or concurrence.

**9.2 Survey Control:**

The Contractor is responsible for survey control; however, all verified survey data (i.e. B.M. Elevation, Rod Reading, H.I., Ground Rod Reading, Pile elevation, etc.) will be tracked and logged in a Pile Book by DRMP’s Bridge Inspector. The pile book data will be checked, verified by additional project staff and used as backup for pay request.

700 South Palafox Street  
Suite 160  
Pensacola, Florida 32502  
Phone: 850.469.9077  
Fax: 850.469.9073

Boca Raton, Florida  
Charlotte, North Carolina  
Chipley, Florida  
Gainesville, Florida  
Jacksonville, Florida  
Lakeland, Florida  
Melbourne, Florida  
Orlando, Florida  
Panama City, Florida  
Raleigh, North Carolina  
Tallahassee, Florida  
Tampa, Florida

1.800.375.3767  
www.drmp.com

**Principals**

Wayne D. Chalifoux  
 Donaldson K. Barton, Jr.  
 Glenn J. Lusink  
 Jon S. Meadows  
 Mark D. Prochak  
 Mark E. Puckett  
 Lawrence L. Smith, Jr.

**9.3 On-site Inspection:**

DRMP understands our primary role in providing CEI Services is to inspect the Contractor's work and act as an extension of Escambia County's staff. DRMP's inspection staff will maintain accurate daily construction records of the Contractor's activities and important events which affect work. Our inspection staff will document the Contractor's activities on a Daily Work Report (DWR) and submit them daily. All services will be in strict accordance with the accepted industry standards. Keeping in mind our primary goal is to determine that the project is constructed in reasonable conformity with the contract plans, specifications, and contract provisions.

**9.4 Material Sampling and Testing:**

Our project personnel recognize their responsibility in verifying the materials incorporated into the work meet the specification requirements. DRMP's project personnel will coordinate all required materials testing services with our Materials Testing Subconsultant, NOVA Engineering and Environmental, LLC, as necessary during construction.

DRMP will determine the acceptability of all materials and completed work items on the basis of either test results or verifications of certification, certified mill analysis, DOT label, DOT stamp, etc.

**9.5 Engineering Services:**

DRMP's project personnel will provide all construction management engineering services including: coordination of all parties throughout the construction duration; maintain organized, complete, accurate, and up-to-date documentation of the Contractor's work efforts and related events; provide interpretations of the contract plans, specifications, and contract provisions; make recommendations to the owners representatives on project issues, request for additional compensation, or extra time; and maintain an adequate level of inspection of the completed work. Additional services includes:

- 1) Schedule and attend kick-off meeting
- 2) Ensure Contractor's compliance to National Pollution Discharge Elimination System (NPDES) and verify submittal of Storm Water Pollution Prevention Plan (SWPPP)
- 3) Analyze and track Contractor's schedules (i.e. baseline and revised baseline)
- 4) Efficiently address and resolve project issues
- 5) Facilitate Utility coordination between Utility Agencies and Contractor and monitor
- 6) Field measure and calculate pay quantities to expedite processing Contractor's Pay Requests
- 7) Monitor Contractor's and Subcontractor's compliance to predetermined wage rates
- 8) Provide Resident Compliance Specialist to ensure Construction Contract, EEO, DBE compliances are adhered to
- 9) Conduct field interviews complying with LAP requirements
- 10) Prepare a monthly report to submit to the County's PIO for distribution
- 11) Video tape pre-construction conditions throughout project limits
- 12) Capture and maintain photographic documentation of site pre-construction, during construction and final construction, also photograph any unusual incidents

700 South Palafox Street  
 Suite 160  
 Pensacola, Florida 32502  
 Phone: 850.469.9077  
 Fax: 850.469.9073

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 Charlotte, North Carolina  
 Chipley, Florida  
 Gainesville, Florida  
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 Tallahassee, Florida  
 Tampa, Florida

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**Principals**

Wayne D. Chalifoux  
Donaldson K. Barton, Jr.  
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Jon S. Meadows  
Mark D. Prochak  
Mark E. Puckett  
Lawrence L. Smith, Jr.

**9.6 Geotechnical Engineering:**

Prior to pile installation, DRMP will submit the Contractor’s Pile Installation Plan for review, comments and approval to FDOT’s Geotechnical Engineer. DRMP’s inspection staff will monitor, inspect and record pile installation to verify correct location and elevations are obtained. Our bridge inspector will coordinate with the Geotechnical EOR to address any on-site discrepancies.

**10.0 PERSONNEL**

**10.1 General Requirements:**

DRMP is prepared to provide staff with the appropriate skills and qualifications to perform: inspection of the Contractor’s Work, coordinate Materials Sampling and Testing Services, and Construction Engineering Services.

**10.2 Personnel Qualifications:**

DRMP will provide qualified CEI inspection as needed through the utilization of a construction Senior Project Engineer, Project Administrator, Resident Compliance Specialist (RCS), Senior Bridge Inspector and Inspectors.

**10.3 Staffing:**

DRMP will staff the project with qualified personnel for the total duration of the construction project. Our staff will increase and decrease as needed to provide appropriate and sufficient inspection oversight.

**11.0 QUALITY ASSURANCE (QA) PROGRAM**

A Quality Assurance Plan will be submitted to the County Project Coordinator thirty (30) days after receipt of award of an Agreement. DRMP’s QA Plan will outline our organization, method of QA Reviews and approximate timeline for which QA reviews will be administered.

**12.0 CERTIFICATION OF FINAL DOCUMENTATION**

Thirty (30) days after final acceptance, DRMP will submit “final as-built plans” documenting Contractor’s work and provide the County a CD with all contract documents and photos.

Sincerely,  
**DRMP, Inc.**



Marcellette Gardner, P.E.  
Senior Project Engineer

700 South Palafox Street  
Suite 160  
Pensacola, Florida 32502  
Phone: 850.469.9077  
Fax: 850.469.9073

Boca Raton, Florida  
Charlotte, North Carolina  
ChIPLEY, Florida  
Gainesville, Florida  
Jacksonville, Florida  
Lakeland, Florida  
Melbourne, Florida  
Orlando, Florida  
Panama City, Florida  
Raleigh, North Carolina  
Tallahassee, Florida  
Tampa, Florida

1.800.375.3767  
www.drmp.com

March 3, 2017

Marcellette Gardner, Senior Project Engineer  
DRMP, Inc.  
700 South Palafox Street, Suite 160  
Pensacole, FL 32502

RE: Manish Shah – Larry Castleberry - Quietwater Beach Ferry Landing Project

Dear Marcellette,

This is to certify that Manish Shah's loaded rate is \$ 79.87/Hour and Larry Castleberry's loaded rate is \$ 88.43/Hour. Whatever stated herewith, is true and correct.

Sincerely,  
MEHTA AND ASSOCIATES, INC.



Kiran M. Shah, Accounting Manager



## PROFESSIONAL SERVICES AGREEMENT

<b>DATE: March 17, 2017</b>	<b>PROPOSAL NO.: 016-20164156</b>
<b>PROJECT NAME AND ADDRESS</b>  <b>Quietwater Beach Landing Site</b>	<b>CLIENT NAME AND ADDRESS</b>  <b>DRMP, Inc</b> 700 South Palafox Street Suite 161 Pensacola, FL 32502 ATTN: Erica Jernigan, P.E. Phone: 850-469-9077 Fax:
<b>Compensation:</b> NOVA will provide limited routine construction materials testing services as scheduled and directed by the Client's field personnel. Compensation will be on a time and materials basis invoiced monthly in accordance with the attached Schedule of Fees with an estimated budget of \$1,000.	

The attached Proposal, including General Terms and Conditions will govern during execution of this project. NOVA will invoice monthly and our payment terms are net 30 days. This proposal is valid for 90 days.

If this proposal is acceptable, please sign and return this professional service agreement and attached proposal to [wlawrence@usanova.com](mailto:wlawrence@usanova.com) or fax to (850) 249-6683.

<b>AUTHORIZED BY:</b>	<b>INVOICE TO:</b>
Signature	Firm :
Name	Name:
Title	Address:
Date	E-Mail:
	Tax ID No.:

**CONSTRUCTION MATERIALS TESTING, INSPECTION & ENGINEERING  
2017 SCHEDULE OF FEES**

**I. ENGINEER, CODE PROFESSIONAL AND TECHNICIAN SERVICES:**

- A. Staff Engineer, Geologist, Code Professional, Forensic Field Representative or Senior Engineering Aide for foundation and subgrade soil or other field inspections, per hour.....\$ 88.00
- B. Plan Reviewer, Project Engineer or Project Manager for project management, and review of soil, concrete, roofing, structural steel, fireproofing, reinforcing steel, masonry and other construction materials data, per hour ..... \$ 100.00
- C. Principal Project Manager/Engineer or P.E., for interpretation, consultation and supervision of Project Engineer, (if needed), per hour .....\$ 170.00
- D. Field Engineering Technician for soil, aggregate, asphalt placement, monitoring and testing, reinforcing steel, post tension tendon placement observation activities, concrete, mortar, grout placement monitoring, sampling and testing per hour .....\$ 58.00
- E. Laboratory or FDOT CTQP Engineering Technician for soil, aggregate, asphalt, concrete, mortar, grout testing per hour .....\$ 68.00
- F. Certified Welding Inspector for visual weld and bolt torque testing of structural steel and precast connections, per hour .....\$ 78.00
- G. Level II ASNT Inspector for non-destructive evaluation of structural steel weldments by magnetic particle, dye penetrant or ultrasonic methods, per hour .....\$ 88.00
- H. Roofing / Envelope Inspector for monitoring installation procedures of typical roof / envelope system applications, per hour .....\$ 88.00

**II. LABORATORY SERVICES:**

**I. Concrete/Aggregate/Mortar:**

- 1. Concrete cylinder curing, preparation and compressive strength testing, each..... \$ 15.00
- 2. Grout prism curing, preparation and compressive strength testing, each ..... \$ 20.00
- 3. Mortar cube curing, preparation and compressive strength testing, each ..... \$ 20.00
- 4. Concrete core curing, preparation and compressive strength testing, each ..... \$ 30.00
- 5. Concrete mix design verification, standard, each ..... \$ 225.00
- 6. Fine Aggregate Sieve Analysis, each ..... \$ 75.00
- 7. Coarse Aggregate Sieve Analysis, each ..... \$ 75.00
- 8. Aggregate Specific Gravity ..... \$ 55.00



## SCOPE OF WORK AND SCHEDULE OF FEES (CONT'D)

J. Soils:

1.	Moisture Content, each .....	\$ 15.00
2.	Atterberg Limits, each .....	\$ 75.00
3.	Wash 200, each .....	\$ 65.00
4.	Wash 200 and Hydrometer Analysis.....	\$ 120.00
5.	Specific Gravity, each.....	\$ 45.00
6.	Organic Content, each .....	\$ 75.00
7.	Standard Proctor, each.....	\$ 125.00
8.	Modified Proctor, each .....	\$ 145.00
9.	Limerock or California Bearing Ratio (LBR or CBR) .....	\$ 425.00
10.	Resistivity, Chloride/Sulfate & pH (Corrosion Potential).....	\$ 225.00
11.	Remolded Falling Head Permeability Test, includes UW & W200, each .....	\$ 250.00

K. Asphalt:

1.	Extraction/Gradation Test, each.....	\$ 165.00
2.	Marshall Stability, and density, each .....	\$ 165.00
3.	Maximum Specific Gravity (Rice) Testing, each .....	\$ 165.00
4.	Core Thickness and Density, each .....	\$ 45.00
5.	Asphalt coring, per core*.....	\$ 55.00*
	* Minimum charge per visit of	\$ 400.00

### III. MISCELLANEOUS SERVICES

A.	Transportation, per mile/trip.....	<b><u>NO CHARGE</u></b>
B.	Personnel Per Diem, per person per day .....	\$ 150.00
C.	GPR Operator and Equipment per hour (4 hour minimum).....	\$ 150.00
D.	Clerical/Drafting, per hour .....	\$ 58.00
E.	Expenses for special subcontractors, equipment, supplies, permits, or other items not customarily provided by NOVA will be charged at cost plus 20%.	

NOTES:

1. Hourly rates are portal-to-portal. **NO** overtime premium will be charged for services provided outside normal business hours.
2. A three-hour minimum charge is applicable on all field services.
3. Other services and tests are available upon request.
4. These rates are effective for 12 months.
5. If “Threshold Inspection” or “Special Inspection” services as outlined in Chapter 17 of the International Building Code or Florida Building Code are desired to satisfy the design/development team and/or meet local building code requirements our staff is familiar with the Codes and **QUALIFIED** to provide such. **Special Inspector Representatives are invoiced at a rate of \$68/hour.**

140-A Lurton Street  
**Pensacola**, Florida 32505  
 850.607.7782

17612 Ashley Drive  
**Panama City Beach**, Florida 32413  
 850.249.6682  
 850.249.6683 (Fax)

1630-C Old Bainbridge Road  
**Tallahassee**, Florida 32303  
 850.421.6682



**NOVA Engineering and Environmental LLC**  
**GENERAL TERMS AND CONDITIONS**

**1. SCOPE OF WORK**

NOVA Engineering and Environmental LLC (NOVA) shall perform the services limited to and specifically defined in this Agreement (including any Project Specific condition attached hereto) and shall invoice the Client in accordance with the compensation section of this Agreement. Any estimate of cost to the Client as stated in this Agreement or any of the accompanying schedules shall not be considered as a fixed price, but only an estimate (unless otherwise specifically stated in this Agreement). NOVA will provide additional services under this Agreement as requested by the Client in writing subject to acceptance by NOVA. Client will be invoiced for additional services at NOVA's standard rates or as mutually agreed upon, including but not limited to, re-reviews, re-inspections, re-tests, stand-by time, scope changes, services outside normal business hours or services provided beyond the estimated project duration. To the extent these General Terms and Conditions are part of a proposal for services, the proposal shall be valid for ninety (90) days unless otherwise stated. Once a proposal is accepted, these General Terms and Conditions shall apply to all services performed and shall survive any termination of the Agreement or completion of services.

Notwithstanding any other provision of this Agreement or any other agreement entered into by NOVA with respect to the Project, NOVA shall not have control or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, for safety precautions and programs in connection with work or activities at the project site, for the acts or omissions of any contractor, subcontractors or any other persons performing any work or undertaking any activities at the project site, or for the failure of any of them to carry out any work or perform their activities in accordance with their contractual obligations, including, but not limited to, the requirements of any drawings, specifications or other documents prepared by NOVA (if any).

The review of contractor submittals (for example, shop drawings or project samples) is not included in NOVA's Scope of Services unless specifically set forth in this Agreement. If such services are to be provided, the review is conducted only for the limited purpose of checking for conformance with information given and the design concept expressed in the construction drawings and specifications prepared by NOVA (or by others if so set forth in the Agreement) and is not conducted for the purpose of determining the accuracy and completeness of details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the contractor, all of which remain the responsibility of the contractor to the extent required by its contract. NOVA's review shall not constitute approval of safety precautions or of construction means, methods, techniques, sequences, or procedures. NOVA's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the drawings, specifications and other documents applicable to the contractor's obligations, NOVA shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the drawings, specifications and other documents prepared by NOVA.

Neither site visits for any purpose nor the observation by NOVA of any contractor's work are included in NOVA's scope of services unless specifically set forth in this Agreement. If NOVA is engaged to visit the site and conduct observations of a contractor's work, NOVA shall provide such services at the intervals agreed with Client in writing (or if no such interval is agreed upon in writing, then at such intervals as NOVA deems appropriate given any budgetary constraints imposed by Client), subject to any limitations on the number of such visits set forth in this Agreement. The general purpose of such observations is to become generally familiar with the progress and quality of the construction work as described in the drawings, specifications or other documents specifically identified in this Agreement and to determine, in general, if such construction work is proceeding in accordance with such drawings, specifications or other identified documents. NOVA shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such construction work. On the basis of such on-site observations as an engineer, NOVA shall keep Client informed of the progress and quality of such construction work and shall endeavor to guard the Client against defects and deficiencies in such work of contractor.

**2. RIGHT OF ENTRY**

The Client, at its sole cost and expense, will provide for reasonable right of entry of NOVA personnel to perform the scope of work and all necessary equipment to the project site or sites, in order to complete the work.

**3. INVOICES**

NOVA will submit invoices to Client monthly and a final bill upon completion of services. There shall be no retainage, unless otherwise agreed upon in the Agreement. NOVA shall furnish insurance certificates, lien waivers, affidavits or other reasonably available documents as and when requested by Client provided all amounts due to NOVA have been paid.

Payment is due within thirty (30) days after the receipt of invoice. Interest charges will start to accrue forty-five (45) days from the invoice date. Client agrees to pay an interest charge equal to the lesser of one and one-half percent (1½%) per month, or the maximum rate allowed by law, on past due accounts. NOVA shall be entitled to recover any and all costs incurred, including attorneys' fees ("Collection Costs") in connection with its efforts to collect past due sums. The minimum amount of such Collection Costs is agreed to be the lesser of (1) ten percent (10%) of the past due amount or (2) the maximum amount allowed by law. Any attorney's fees, collection fees or other costs incurred in collecting any delinquent amount shall be paid by Client. The Client agrees to pay NOVA for its services in accordance with this Agreement, regardless of whether or not he has been paid by his client.

In the event that the Client disputes any items billed in an invoice, the Client shall notify NOVA within ten (10) days specifying the complaint and, in the meantime, all amounts to which there is not a reasonable and good faith dispute to payment shall be paid promptly. Any dispute not raised within such ten (10) day period is waived. The Client's failure to make timely payment due under this Agreement in accordance with the terms of this Agreement shall constitute a material breach of this Agreement and NOVA shall be entitled, upon seven (7) days written notice to Client to terminate this Agreement or, at its option, suspend its performance until all sums then due under this Agreement have been paid.

If NOVA is called upon by Client, or subpoenaed by any other person, to testify or produce records in an action at law, equity, arbitration, or in a pre-trial hearing or conference, as to any work performed by anyone in connection with the Project, NOVA shall be paid by the Client for all time spent while testifying and preparing therefor and producing such records in accordance with the rates set forth in the attached Agreement.

**4. SAFETY**

NOVA is only responsible for the safety on site of its own employees and subcontractors. However, this shall not be construed to relieve the Client or any of its contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of NOVA, nor the presence of NOVA's employees and subcontractors shall be construed to imply NOVA has any responsibility for job safety or any activities on site performed by personnel other than NOVA's employees or subcontractor.

**5. STANDARD OF CARE**

Service performed by NOVA under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the location where the services are to be performed ("Standard of Care").

Notwithstanding anything in this Agreement to the contrary, NOVA shall only be liable to pay damages to Client arising out of or in connection with the Services or this Agreement, to the extent that such damages are caused by, and are in proportion to, the negligence of, or breach of the Standard of Care by, NOVA. If NOVA is considered to be liable jointly with any third parties, the portion of damages payable by NOVA shall be limited to the portion of liability which is attributable to NOVA's breach of the Standard of Care on a comparative fault basis. Client acknowledges that NOVA's services will be rendered without any warranty, express or implied and all such warranties are expressly waived by Client. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party, including the project owner (if not the Client) and any contractor, subcontractor, vendor or material supplier, against either the Client or NOVA.

**6. INSURANCE & GENERAL LIABILITY**

NOVA represents and warrants that it and its agents, staff and consultants employed by it are protected by worker's compensation insurance and that NOVA has such coverage under public liability and property damage insurance policies which NOVA deems to be adequate and in line with other professional service firms currently practicing under similar conditions. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Additional insurance, if requested in writing by Client prior to commencement of services, will be obtained by NOVA, if procurable, and charged to the Client.



**NOVA Engineering and Environmental LLC**  
**GENERAL TERMS AND CONDITIONS**

The Client shall cause any contractor responsible for the construction of work (or related activities) designed, specified or reviewed by NOVA or responsible for any other activities relating to NOVA's services, to hold harmless, indemnify and defend NOVA, to the fullest extent permitted by law, from and against any and all damages, liabilities, claims, suits, costs and expenses (including reasonable attorney's fees and other costs of investigation and defense) arising in connection with the negligence, breach of contract or strict liability of any contractor or any of their subcontractors or any of their vendors. Client shall also name, and cause such contractor(s) to name, NOVA as additional insureds on its and each such contractor's Commercial General Liability insurance policy and Umbrella/Excess liability insurance policy (with policy limits at the greater of the limits required for the Project or Five Million Dollars per occurrence and in the per project aggregate) and to maintain such coverage until the completion of its contract and to provide NOVA with a Certificate of Insurance so naming NOVA as an additional insured on an annual basis for so long as Client and/or contractor maintains or is obligated to maintain such coverage.

#### **7. DISPUTES**

All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "Disputes") shall be governed by Florida law and shall be submitted to non-binding mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and NOVA shall select a neutral mediator by mutual agreement. If a Dispute cannot be settled through mediation as set forth above, then such Dispute, if involving amounts less than \$100,000, shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree following termination of mediation. Notwithstanding any other provisions of this Section, in no event shall a demand for mediation be made, or any other proceeding initiated, more than two (2) years from the date the party making demand knew or should have known of the dispute or five (5) years from the date of substantial completion of Nova's Services, whichever date shall occur earlier. All mediation, arbitration, or litigation shall take place in Broward County, Florida, unless the parties agree otherwise. The fees of the mediator or arbitrator(s) and the costs of transcription and other costs incurred by the mediator or arbitrator(s) shall be apportioned equally between the parties. Thereafter, with respect to any Disputes involving amounts equal to or greater than \$100,000, if any legal action or other proceeding is brought with respect to such Dispute, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, costs and expenses, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

#### **8. DELAYS IN WORK**

In no event, will NOVA will be responsible for delays in the work which is beyond our reasonable control or caused by Client or its agents, consultants, contractors or subcontractors. Stand-by or non-productive time for delays in our work caused by Client or its agents, consultants, contractors or subcontractors may be charged to the Client unless provided for as a separate item in the Agreement or otherwise as mutually agreed upon.

#### **9. TERMINATION**

This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In all events of termination, NOVA shall be paid for services performed up to and through the date of termination plus reasonable expenses to demobilize. In the event of termination, or suspension for more than three (3) months, NOVA shall, at its option, be permitted to terminate this Agreement upon seven (7) days written notice to Client. Further, if said termination is prior to NOVA's completion of all reports contemplated by this Agreement, NOVA may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of NOVA in completing such analyses, records, and reports and shall be due and payable by Client promptly upon invoice from NOVA, together with all reasonable termination costs and expenses.

#### **10. ASSIGNS**

This Agreement may not be assigned by either party without the prior written consent of the other party, provided, however, that NOVA may assign this Agreement in the case of sale of all or substantially all of its assets or equity. To the extent consent is required it shall not be unreasonably withheld.

#### **11. OWNERSHIP OF DOCUMENTS**

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by NOVA, as instruments of service, shall remain the property of NOVA and shall retain all common law, statutory and other reserved rights, including copyrights ("NOVA Documents"). Contingent on the Client's full and timely payment of all sums due under this Agreement, NOVA grants Client a non-exclusive license to use the final and complete versions of the NOVA Documents solely and exclusively for purposes set forth in this Agreement. The forgoing license does not extend to any CADD files or 3D model created by NOVA, unless expressly set forth herein. If NOVA Documents are prepared "for construction", the license granted in the preceding sentences of this Paragraph permits the Client to authorize the contractor and subcontractors, and material or equipment suppliers to reproduce applicable portions of NOVA Documents solely and exclusively for use in performing their services or construction for the Project. NOVA Documents shall only be used for their intended purpose. NOVA Documents are not to be used on other projects, for alternations, extensions or additions to this Project or for completion of this Project by others, except by agreement in writing and with appropriate compensation to NOVA. If Client is granted a license with respect to any CADD files or 3D models, Client agrees to be bound to the terms of the NOVA License for Use of Electronic Files and 3D Models. Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose whatsoever. NOVA will retain all pertinent records relating to the services performed for a period of three (3) years following submission of the report, during which period the records will be made available to the Client at all reasonable times and an administrative fee may be charged to the Client for retrieval and reproduction of such records.

#### **12. FAILURE TO FOLLOW RECOMMENDATIONS**

NOVA will not be held liable for problems that may occur if NOVA's recommendations are not followed.

#### **13. LIMITATION OF LIABILITY**

Client agrees that the work created pursuant to this Agreement is for the sole and exclusive use of Client and is not for the benefit of any third parties. Client acknowledges and agrees that in no event shall the liability of NOVA in connection with this Agreement or the services provided pursuant thereto exceed the fee actually paid to and received by NOVA under this Agreement or \$100,000 whichever is greater. This Agreement and the services to be performed hereunder shall in no way be construed as a guarantee of deficient-free construction.

Notwithstanding anything to the contrary contained in this Agreement or provided for under any applicable law, neither NOVA nor Client shall be liable to the other party, either in contract or in tort, for any consequential, incidental, indirect, special or punitive damages, including without limitation any delays damages, loss of future revenue, income or profits or any diminution of value, financing costs or costs of lost opportunities relating to this Agreement, the services or the Project, whether or not the possibility of such damages has been disclosed to the other party in advance or could have been reasonably foreseen by such other party.

#### **14. INDEMNIFICATION**

Client agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless NOVA, and its officers, directors, agents and employees and any of them (collectively, the "NOVA Parties") from all claims, actions, damages, liabilities, losses, costs and expenses, including reasonable attorney's fees and defense costs (collectively "Losses"), arising out of, or in any way connected with, the performance or nonperformance of NOVA's obligations under this Agreement (including, without limitation, any act of negligence, omission or default by the NOVA Parties), up to an amount not to exceed the greater of \$100,000 or twelve times the amount of the fees charged for the services provided by NOVA in connection with this Agreement and the services hereunder. The parties agree that the foregoing amount of said indemnification bears a reasonable commercial relationship to the services provided by NOVA and that the indemnification provided herein is considered a part of the project specifications. Notwithstanding the foregoing, the NOVA Parties shall not be entitled to indemnification hereunder for any Losses resulting from the NOVA Parties'

**NOVA Engineering and Environmental LLC**  
**GENERAL TERMS AND CONDITIONS**

gross negligence, or willful, wanton or intentional misconduct or for any statutory violation or punitive damages (except to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of Client or any of the Client's contractors, subcontractors, sub-subcontractors, materialmen or agents of any tier or their respective employees). Except as set forth in the preceding sentence, the NOVA Parties rights to indemnification shall include, without limitation, indemnification for any and all Losses which may be suffered by any NOVA Party as a result of any (i) failure of Client to follow or implement any of its recommendations, (ii) any breach by Client of its obligations under the Agreement, and (iii) exposure of NOVA's employees or agents to any hazardous materials at the jobsite.

Upon notice by the NOVA Parties, Client shall defend the NOVA Parties with counsel chosen by NOVA Parties, subject to the consent of Client, which consent shall not be unreasonably withheld. The parties agree that this duty to defend is separate and distinct from any indemnity obligation, and the duty shall extend to any claims asserted against the NOVA Parties arising out of or related to the project, regardless of whether Client is obligated to indemnify the NOVA Parties for the loss, claim, or damage.

**15. HAZARDOUS MATERIALS**

It is acknowledged by both parties that NOVA's scope of services does not include any services related to asbestos or hazardous or toxic materials unless specifically identified in our scope of services. In the event NOVA or any other party encounters asbestos or hazardous materials at the jobsite, or should it become known in any adjacent areas that may affect the performance of NOVA's services, NOVA may, without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultants or contractors to identify, abate and/or remove the asbestos, hazardous or toxic materials and warrant that the jobsite is in full compliance with applicable laws and regulations. In addition, the Client shall hold harmless, defend and indemnify NOVA Parties, from and against any and all Claims arising, in whole or in part, out of the discovery, presence, handling, removal or disposal of, or exposure of persons to, any hazardous materials in any form at the Project site, including, but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB), bacteria, mold, fungi, lead based paints or other similar materials or other toxic substances, infectious materials, or contaminants.

**16. SAMPLE DISPOSAL**

Unless other arrangements are made, NOVA will dispose of all soil and rock samples remaining at the time of report completion. Further storage or transfer of samples can be arranged at Client's prior written request, subject to a reasonable charge by NOVA. Client acknowledges that contaminated drill cuttings, sample spoils, wash water, and other materials may be produced as a result of encountering hazardous materials at the site. In such event, NOVA shall properly contain, label, and store such materials on-site, and Client shall be responsible for its proper transportation and disposal.

**17. AQUIFER CONTAMINATION**

Client acknowledges that it is impossible for NOVA to know the exact composition of a site's subsurface, even after conducting a comprehensive exploratory program. As a result, there is a risk that drilling and sampling may result in contamination of certain subsurface areas. Although NOVA will take reasonable precautions in accordance with the Standard of Care to avoid such an occurrence, Client waives any claim against, and (without limiting the generality of Section 14 hereof) agrees to indemnify and hold harmless NOVA in accordance with the terms and conditions set forth in this Agreement from any claim or liability for injury or loss which may arise as a result of subsurface contamination caused by drilling, sampling, or monitoring well installation. Client also agrees to adequately compensate NOVA for any time spent and expenses incurred in defense of any such claim.

**18. DEFINITIONS**

As used herein, the following words and their derivative words or phrases have the meanings indicated, unless otherwise specified in the various sections of this Agreement.

AGREEMENT: means the Agreement between the parties, which shall describe and govern Client's engagement of NOVA to provide services in connection with the project or work identified in the proposal (Proposal), and consists of the Proposal, these General Terms and Conditions, and any exhibits or attachments referenced in any of these documents.

CERTIFY, CERTIFICATION: NOVA's opinion based on its observation of conditions, knowledge, information and beliefs. It is expressly

understood such opinions relieve no other party of any responsibility or obligation he or she has accepted by contract or custom.

ESTIMATE: An opinion of probable cost for services made by NOVA. The accuracy of probable cost for services opinion cannot be guaranteed.

INSPECT, INSPECTION: The visual observation of certain aspects of construction to permit NOVA to render its professional opinion as to whether the contractor is performing the Work in a manner indicating that, when completed, the Work will be in general accordance with the approved documents. Such observations do not relieve any party from fulfillment of their customary and contractual responsibilities and obligations.

**19. LIMITATION OF LIABILITY**

It is intended by the parties to this Agreement that NOVA's services under this Agreement shall not subject NOVA's individual employees, officers, shareholders, managers, members or directors to any personal legal exposure for the risks associated with the services to be rendered on the project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against NOVA, a Delaware limited liability company, and not against any of NOVA's employees, shareholders, officers, managers, members or directors.

**TO THE FULLEST EXTENT PERMITTED BY LAW, PURSUANT TO FLORIDA STATUTE § 558.0035, NO EMPLOYEE, OFFICER, SHAREHOLDER, MANAGER, DIRECTOR OR AGENT OF NOVA SHALL BE INDIVIDUALLY LIABLE TO CLIENT OR ANY OTHER PERSON FOR ANY NEGLIGENCE, MISCONDUCT OR WRONGFUL ACTS IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR OTHERWISE, WHETHER SUCH CLAIMS ARE BASED IN CONTRACT, STATUTE, OR TORT.**

**20. MISCELLANEOUS**

AMENDMENT: This Agreement may be amended, modified or supplemented, but only in writing signed by each of the parties hereto.

WAIVERS: The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing and signed by the waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term.

SEVERABILITY: If any provision or sub-provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions or sub-provisions contained herein shall not be affected thereby.

INTEGRATION: This Agreement represents the entire understanding and agreement among the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations (if any) made by and among such parties.

SOVEREIGN IMMUNITY: In the event that the Client is the State of Florida or another "state agency or subdivision" within the meaning of Florida Statute Section 768.28(2), then NOVA (and all NOVA Parties) shall for all purposes provided in this Agreement and otherwise be deemed an agent of the Client for purposes of sovereign immunity whether under Florida Statute Section 768.28 and otherwise, including without limitation Florida Statute Section 768.28(9)(a). Client shall fully cooperate, at its sole cost and expense, with NOVA and take all necessary and appropriate actions to qualify NOVA (and the NOVA Parties) for and defend its and their right of sovereign immunity as an agent of the Client for purposes of Florida law, including without limitation under Florida Statute §768.28.

NOVA Employees: Client agrees not to recruit or hire any NOVA employee currently or previously working under this Agreement during the contract period or within twelve months of termination of the contract, either for themselves or any third party. In the event Client violates this clause, NOVA shall have the right of injunctive relief, and Client shall pay NOVA \$25,000 or 25% (percent) of the employee's current annual, base salary, whichever is greater, with payment being made within 15 days of NOVA's written notice to Client of said violation.



**Escambia County Board of County Commissioners  
Local Agency Program Agreement Project  
Solicitation PD 16-17.018**

**Quietwater Beach Ferry Landing Estimated Project Schedule**

Project Activity	Days	Plan Start	Plan Finish	May	June	July	August	September	October
Contractor NTP	10	5/1/2017	5/10/2017	█					
Material Procurement Period	60	5/11/2017	7/9/2017	█	█	█			
CEI Pre-Services	30	6/9/2017	7/8/2017		█	█			
<b>Construction Complete Duration</b>	75	7/9/2017	9/21/2017			█	█	█	
CEI Project Close-out	30	9/22/2017	10/21/2017					█	█
<b>Beach Side</b>									
Mobilization	5	7/9/2017	7/13/2017			█			
Construction Survey and Layout	3	7/14/2017	7/16/2017			█			
Timber Pile Installation (12)	10	7/16/2017	7/25/2017			█			
Timber Access Platform/ Gangway 1	15	7/26/2017	8/9/2017			█	█		
Steel Fender/ Guide Pile Installation	20	8/10/2017	8/29/2017				█	█	
Landing Float (Prefabricated)	5	8/30/2017	9/3/2017					█	
Gangway 2/Transition Plate	2	9/1/2017	9/2/2017					█	
Timber & Aluminum Rail	5	9/3/2017	9/7/2017					█	
Fire Protection Pipe Intallation	10	9/8/2017	9/17/2017					█	
<b>Land Side</b>									
Install Ticket Booth	5	8/1/2017	8/5/2017				█		
Modify Existing Boardwalk	5	8/6/2017	8/10/2017				█		
Existing Ramp and Handrail Demo	6	8/11/2017	8/16/2017				█		
Install New Ramp	10	8/14/2017	8/23/2017				█		
Replace Existing Handrails	5	8/24/2017	8/28/2017				█		
Guardrail Installation	5	8/29/2017	9/2/2017					█	
Replace Existing Handrails	5	9/3/2017	9/7/2017					█	
Wheel Stop, Concrete Ramp & Curb Cuts	5	9/8/2017	9/12/2017					█	
Punch List	10	9/17/2017	9/26/2017					█	

Date: 03/03/17

DRMP, Inc.

ESTIMATED COSTS

Project: Quietwater Beach Ferry Landing

County Escambia

<u>Employee Classification</u>	<u>Regular Time Manhours</u>	<u>Average Hourly Rate</u>	<u>Raw Salary Cost</u>
Sr. Project Engineer	<u>93</u>	<u>\$155.00</u>	<u>\$14,415.00</u>
Project Administrator	<u>223</u>	<u>\$135.00</u>	<u>\$30,105.00</u>
Bridge Inspector 1D	<u>83</u>	<u>\$98.00</u>	<u>\$8,134.00</u>
Inspector 2D	<u>165</u>	<u>\$65.00</u>	<u>\$10,725.00</u>
Bridge Inspector 3M	<u>248</u>	<u>\$88.43</u>	<u>\$21,930.64</u>
Inspector 4M	<u>124</u>	<u>\$79.87</u>	<u>\$9,903.88</u>
RCS	<u>330</u>	<u>\$55.00</u>	<u>\$18,150.00</u>
<b>TOTALS</b>	<u>1,266</u>		<u>\$113,363.52</u>

**DRMP Subtotal** \$81,529.00

**Subconsultant Subtotal**

Mehta \$31,834.52

NOVA \$1,000.00

**TOTAL FEES** \$114,363.52

Exhibit C

## CONSULTANT CEI STAFFING ESTIMATE FORM

FINANCIAL PROJECT ID: 436511-2-68-01  
 PROJECT DESCRIPTION: Quietwater Beach Ferry Landing  
 COUNTY: Escambia  
 DATE PREPARED: 3/2/2017

Contract Start Date:	6/9/2017
Contract Days:	75
Final Acceptance:	9/21/2017
Final Submittal:	10/21/2017

436511-2-68-01							
	2017					TOTAL	
	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Man Months	Man Hours
Personnel	1	2	3	4	5		
Senior Project Engineer	0.093	0.125	0.125	0.125	0.093	0.56	93
Project Administrator	0.225	0.300	0.300	0.300	0.225	1.35	223
Inspector 1D	0.000	0.150	0.200	0.150	0.000	0.50	83
Inspector 2D	0.000	0.300	0.400	0.300	0.000	1.00	165
Inspector 3M	0.000	0.450	0.600	0.450	0.000	1.50	248
Inspector 4M	0.000	0.225	0.300	0.225	0.000	0.75	124
RCS	0.375	0.500	0.250	0.500	0.375	2.00	330
TOTAL	0.693	2.050	2.175	2.050	0.693	7.7	1266

Exhibit C

	<b>Days</b>	<b>Date Duration</b>	
Contractor NTP	10	5/1/2017	5/10/2017
Material Procurement Period	60	5/11/2017	7/9/2017
CEI Pre-Services	30	6/9/2017	7/8/2017
Construction	75	7/9/2017	9/21/2017
CEI Project Close-out	30	9/22/2017	10/21/2017

## Exhibit D

### Local Agency Program Federal-Aid Terms for Professional Services Contracts

- Truth in Negotiation Certification (FDOT Form #375-030-30)
- Conflict of Interest Certification (FDOT Form #375-030-50)
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts (FDOT Form #375-030-32)
- Certification for Disclosure of Lobbying Activities on Federal-Aid Contracts (FDOT Form #375-030-33)
- Disclosure of Lobbying Activities (FDOT Form #375-030-34)
- Certification Regarding E-Verify System
- Sworn Statement Pursuant to Section 287.133 (3)(A), Florida Statutes, On Entity Crimes
- Drug-Free Workplace Program Certification (FDOT Form #375-040-18)
- Information Sheet for Transactions and Conveyances Corporate Identification
- DBE Participation Statement (FDOT Form #375-030-21)

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS  
For PROFESSIONAL SERVICES CONTRACTS

**TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):**

The following terms apply to all contracts in which it is indicated that the services involve the expenditure of federal funds:

- A. It is understood and agreed that all rights of the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.
- C. Compliance with Regulations: The Consultant shall comply with the Regulations: relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- D. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant 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.
- E. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- F. Information and Reports: The Consultant will 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 Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- G. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Local Agency shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,
  - 1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
  - 2. cancellation, termination or suspension of the contract, in whole or in part.
- H. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through I in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the Local Agency to enter into such litigation to protect the interests of the Local Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.
- I. 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



LOCAL AGENCY PROGRAM FEDERAL-AID TERMS  
For PROFESSIONAL SERVICES CONTRACTS

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).

- J. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.
- K. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- L. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statements shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.
- The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.
- M. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- N. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Local Agency in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Local Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.
- O. The Local Agency hereby certifies that neither the consultant nor the consultant's representative has been required by the Local Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to
1. employ or retain, or agree to employ or retain, any firm or person, or
  2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Local Agency further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws,

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS  
For PROFESSIONAL SERVICES CONTRACTS

both criminal and civil.

P. The Consultant hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The consultant further acknowledges that this agreement will be furnished to the Local Agency, the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**TRUTH IN NEGOTIATION CERTIFICATION**

375-030-30  
PROCUREMENT  
05/14

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

DRMP, Inc.

\_\_\_\_\_  
Name of Consultant

By: Mark E. Pickett

1/24/17  
Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION  
 FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS**

375-030-50  
 PROCUREMENT  
 OGC - 02/16

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.


Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department.

Advertisement No.	Description	Financial Project Number(s)
<u>PD 16-17.018</u>	<u>LAP Agreement Project CEI for Quietwater Beach Ferry Landing</u>	<u>436511-2-68-01</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date
<u>Mark E. Puckett, PE</u>	<u></u>	<u>1/24/17</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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/Contractor: DRMP, Inc.  
By: Mark E. Puckett Mark E. Puckett, PE  
Date: 1/24/17  
Title: Vice President

Instructions for Certification

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 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: DRMP, Inc.

By: Mark E. Puckett, PE Date: 1/24/17 Authorized Signature 

Title: Vice President

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**DISCLOSURE OF LOBBYING ACTIVITIES**

375-030-34  
 PROCUREMENT  
 02/16

Is this form applicable to your firm?  
 YES  NO   
 If *no*, then please complete section 4  
 below for "Prime"

<b>1. Type of Federal Action:</b> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> a. bid/offer/application b. initial award c. post-award	<b>3. Report Type:</b> a. initial filing b. material change <b>For Material Change Only:</b> Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
<b>4. Name and Address of Reporting Entity:</b> <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known:</i> <u>700 South Palafox Street, 160</u> <u>Pensacola, FL 32502</u> <hr/> Congressional District, <i>if known:</i> 4c _____	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b> _____ _____ _____ Congressional District, <i>if known:</i> _____	
<b>6. Federal Department/Agency:</b> _____ _____	<b>7. Federal Program Name/Description:</b> _____ _____ CFDA Number, <i>if applicable:</i> _____	
<b>8. Federal Action Number, if known:</b> _____	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i> _____ _____ _____	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> _____ _____ _____	
<b>11.</b> 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: <u>Mark E. Puckett</u> Print Name: <u>Mark E. Puckett, PE</u> Title: <u>Vice President</u> Telephone No.: <u>850.640.3904</u> Date (mm/dd/yyyy): <u>01/24/2017</u>	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

## 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.



## 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:

DRMP, Inc.

\_\_\_\_\_  
Business Name

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



Signature

Name: Mark E. Puckett, PE

\_\_\_\_\_  
Printed

Title: Vice President

\_\_\_\_\_  
Printed

Date: 1/24/17

**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 Mark E. Puckett, PE-- Vice President  
**(print individual's name and title)**
- for DRMP, Inc.  
**(print name of entity submitting sworn statement)**

whose business address is

700 South Palafox Street, Suite 160, Pensacola, FL 32502

and (if applicable) its Federal Employer Identification Number (FEIN) is:

59-1791174

(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.



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**DRUG-FREE WORKPLACE PROGRAM CERTIFICATION**

287.087 Preference to businesses with drug-free workplace programs. --Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (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 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

**Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?**

YES

NO

NAME OF BUSINESS: \_\_\_\_\_

*Mark E. Puckett*

**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.: 556073

**Does it use a registered fictitious name:**  Yes or  No

**Names of Officers:**  
President: Wayne D. Chalifoux, PE Secretary: Jon S. Meadows, PE  
Vice President: Lawrence L. Smith, Jr., PE Treasurer: Donaldson K. Barton, Jr., PE  
Director: \_\_\_\_\_ Director: \_\_\_\_\_  
Other: Mark D. Prochak, PE, Mark E. Puckett, PE Other: Glenn J. Lusink, PSM

**Name of Corporation (As used in Florida):**  
DRMP, Inc.  
(Spelled exactly as it is registered with the state or federal government)

**Corporate Address:**  
Post Office Box: n/a  
City, State Zip: n/a  
Street Address: 941 Lake Baldwin Lane  
City, State, Zip: Orlando, FL 32814

(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:** 59-1791174  
(For all instruments to be recorded, taxpayer's identification is needed)

**Contact person for Company:** Mark E. Puckett, PE **E-mail:** mpuckett@drmp.com

**Telephone Number:** 407.896.0594 **Facsimile Number:** 407.896.4836

**Name of individual who will sign the instrument on behalf of the company:**  
Mark E. Puckett, PE

(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: \_\_\_\_\_

Firms will submit this form in response to the Request for Proposal or alternatively, at the time of Expanded Letter of Response submittal.

Used for Professional Services:

- BDI Set-Asides (Standard note 7 of Professional Services advertisement)
- Advertisements that contain Under-Utilized Work Groups (Standard note 8 of professional services ad)
- Advertisements that contain a DBE/Small Business Aspiration Goal (Standard note 9 of professional services ad)

<b>Contract/Advertisement No.:</b>	FPID #435531-1-68-01
<b>Project Description:</b>	CEI Services for Bob Little Road Sidewalk/Bike Path
<b>Prime Consultant:</b>	DRMP, Inc.

Expected percentage of contract fees to be utilized by DBE(s): n/a %. (Combine DBE Prime and DBE subconsultants, if applicable).

Expected percentage of contract fees to be utilized by Non-DBE Small Businesses n/a %. (Combine Non-DBE Small Business Prime and Non-DBE Small Business subconsultants, if applicable).

The proposed Prime and subconsultants/subvendors are as follows:

Prime (If applicable)	Type of Work	Percentage	DBE	Non-DBE	Small Business
n/a	n/a	%	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		%	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		%	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subconsultant/Subvendor (If applicable)	Type of Work	Percentage			
Mehta & Associates	10.1	5 %	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		%	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		%	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		%	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		%	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		%	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		%	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		%	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		%	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		%	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		%	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Please note, the number one ranked firm is required to enter DBE Participation in the Equal Opportunity Compliance (EOC) System subsequent to contract award and any future contract amendments or task work orders (if applicable).

Firms listed in the table as DBEs should appear in the Department's listing of DBE's at: <http://www3b.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch.aspx>

Professional Services firms listed as "Non-DBE" Small Businesses should appear on the Department's listing of all Non-DBE Small Businesses at: <http://www2.dot.state.fl.us/procurement/professionalservices/lppc/sbeonly.htm>. Road and bridge construction firms and other non-professional services firms should appear on the Department's listing at: <http://www2.dot.state.fl.us/sasweb/cgi-bin/broker.exe?service=default&program=inetprog.db2.smbusform.scl>

By: Mark E. Puckett Mark E. Puckett, PE

Title: Vice President

Date: 1/25/17

# *State of Florida*

## *Department of State*

I certify from the records of this office that DRMP, INC. is a corporation organized under the laws of the State of Florida, filed on December 27, 1977.

The document number of this corporation is 556073.

I further certify that said corporation has paid all fees due this office through December 31, 2017, that its most recent annual report/uniform business report was filed on January 10, 2017, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Tenth day of January, 2017*



*Ken DeJong*  
*Secretary of State*

Tracking Number: CC3145371147

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>





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**Detail by Entity Name**

Florida Profit Corporation  
DRMP, INC.

**Filing Information**

Document Number556073FE/EIN Number59-1791174Date Filed12/27/1977StateFLStatusACTIVELast EventAMENDMENTEvent Date Filed02/06/2017Event Effective DateNONE

**Principal Address**

941 LAKE BALDWIN LANE  
ORLANDO, FL 32814

Changed: 03/03/2016

**Mailing Address**

941 LAKE BALDWIN LANE  
ORLANDO, FL 32814

Changed: 03/03/2016

**Registered Agent Name & Address** CHALIFOUX, WAYNE D

941 LAKE BALDWIN LANE  
ORLANDO, FL 32814

Name Changed: 06/29/1999

Address Changed: 03/03/2016

**Officer/Director DetailName & Address**

Title VP, Principal

BARTON, DONALDSON KJR  
941 LAKE BALDWIN LANE  
ORLANDO, FL 32814

Title President, Principal

CHALIFOUX, WAYNE D  
941 LAKE BALDWIN LANE  
ORLANDO, FL 32814

Title VP, Principal

MEADOWS, JON S  
941 LAKE BALDWIN LANE  
ORLANDO, FL 32814

Title VP, Principal

SMITH, LAWRENCE LJR  
941 LAKE BALDWIN LANE  
ORLANDO, FL 32814

Title VP, Principal

Lusink, Glenn  
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ORLANDO, FL 32814

Title VP, Principal

Puckett, Mark E  
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Title VP, Principal

Prochak, Mark  
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ORLANDO, FL 32814

Title V

FOWLER, SHARON H  
941 LAKE BALDWIN LANE  
ORLANDO, FL 32814

#### Annual Reports

<b>Report Year</b>	<b>Filed Date</b>
2016	01/08/2016
2016	03/03/2016
2017	01/10/2017

#### Document Images

<a href="#">02/06/2017 -- Amendment</a>	<a href="#">View image in PDF format</a>
<a href="#">01/10/2017 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/03/2016 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/08/2016 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/06/2015 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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<a href="#">02/07/2012 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">08/05/2011 -- Name Change</a>	<a href="#">View image in PDF format</a>
<a href="#">01/03/2011 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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<a href="#">01/12/2009 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/29/2008 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/30/2007 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/06/2006 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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<a href="#">04/13/1988 -- Amendment</a>	<a href="#">View image in PDF format</a>

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**ESCAMBIA COUNTY FLORIDA**

**REQUEST FOR LETTERS OF INTEREST**

**Solicitation Identification Number PD 16-17.018  
LOCAL AGENCY PROGRAM AGREEMENT PROJECT C.E.I. (CONSTRUCTION  
ENGINEERING INSPECTIONS) FOR QUIETWATER BEACH FERRY LANDING**

**FDIP: 436511-2-68-01**

**Federal Project: FLAP-11-F**

**Letters of Interest Will Be Received Until:  
11:59 p.m. CST, Tuesday, January 24, 2017**

Office of Purchasing, Room 11.101  
213 Palafox Place, Pensacola, FL 32502  
Matt Langley Bell III Building  
Post Office Box 1591  
Pensacola, FL 32597-1591  
**Attention:** Eddie H. Wehmeier

**Board of County Commissioners**

Douglas Underhill, Chairman  
Jeff Bergosh, Vice Chairman  
Steven Barry  
Lumon J. May  
Grover Robinson IV

From:  
Claudia Simmons  
Purchasing Manager

---

All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

---

**Assistance:**

Eddie H. Wehmeier  
Purchasing Specialist  
Office of Purchasing  
Matt Langley Bell III Building  
213 Palafox Place  
2<sup>nd</sup> Floor, Room 11.101  
Pensacola, FL 32502  
T: 850.595.4953  
F: 850.595.4805  
e-mail: [eddie\\_wehmeier@myescambia.com](mailto:eddie_wehmeier@myescambia.com)

**NOTICE**

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

**SPECIAL ACCOMMODATIONS:**

**Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).**

**PD 16-17.018, LOCAL AGENCY PROGRAM AGREEMENT PROJECT C.E.I.  
(CONSTRUCTION ENGINEERING INSPECTIONS) FOR  
QUIETWATER BEACH FERRY LANDING  
PROJECT FDIP: 436511-2-68-01, Federal Project: FLAP-11-F**

Escambia County Florida  
Request for Letters of Interest  
Proposer's Checklist

**LOCAL AGENCY PROGRAM AGREEMENT PROJECT C.E.I. (CONSTRUCTION ENGINEERING  
INSPECTIONS) FOR QUIETWATER BEACH FERRY LANDING  
Solicitation Identification Number PD 16-17.018**

**How to Submit Your Proposal**

Please review this document carefully. Offers that are accepted by the county are binding contracts. Incomplete proposals are not acceptable. All documents and submittals must be received by the office of purchasing on or before date and hour specified for receipt. Late proposals will be returned unopened.

The County has implemented a new Electronic Submittal Process, which requires the use of GovernmentForms.software®. This software, which generates and posts a customized version the Standard Form (SF) 330 along with the capability to upload other required items, can be downloaded at the following address: <http://submittals.myescambia.com/>

- GSA Standard Form 330 (the following forms must be submitted in the order listed below)
  - Part II (update if already submitted)
  - Part I

**The remaining forms are PDF's to be uploaded**

- Letter Of Interest
- Letter From Insurance Carrier as to Capacity to Provide a Certificate Of Insurance as Specified In the "Insurance Requirements"
- Certificate of Authority to do Business from the State Of Florida (Information Can Be Obtained at <http://www.sunbiz.org/search.html>)

**Note:** While the following forms are attached to this solicitation. They are provided as an example only. Use the forms listed on <http://submittals.myescambia.com/>, **General Information/Sample Forms/Required Items**, they are PDF Forms.

- Truth in Negotiation Certification (FDOT Form #375-030-30)
- Conflict of Interest Certification (FDOT Form #375-030-50)
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts (FDOT Form #375-030-32)
- Certification for Disclosure of Lobbying Activities on Federal-Aid Contracts (FDOT Form #375-030-33)
- Disclosure of Lobbying Activities (FDOT Form #375-030-34)
- Certification Regarding E-Verify System
- Sworn Statement Pursuant to Section 287.133 (3)(A), Florida Statutes, On Entity Crimes
- Drug-Free Workplace Program Certification (FDOT Form #375-040-18)
- DBE Participation Statement (FDOT Form #375-040-83)
- Information Sheet For Transactions and Conveyances Corporate Identification

**The Following Submittals Are Required Upon Notice Of Award:**

- Certificate Of Insurance

**How to Submit a No Proposal**

- If you do not wish to propose at this time, please respond to the Office of Purchasing providing your firm's name, address, a signature, and a reason for not responding in a sealed envelope. This will ensure your company's active status in our vendor's list.

*This form is only for your convenience to assist in filling out your proposal. Do not return with your proposal.*

**PD 16-17.018, LOCAL AGENCY PROGRAM AGREEMENT PROJECT C.E.I.  
(CONSTRUCTION ENGINEERING INSPECTIONS) FOR  
QUIETWATER BEACH FERRY LANDING  
PROJECT FDIP: 436511-2-68-01, Federal Project: FLAP-11-F**

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**PD 16-17.018, LOCAL AGENCY PROGRAM AGREEMENT PROJECT C.E.I.  
(CONSTRUCTION ENGINEERING INSPECTIONS) FOR  
QUIETWATER BEACH FERRY LANDING  
PROJECT FDIP: 436511-2-68-01, Federal Project: FLAP-11-F**

## **INFORMATION PACKAGE**

### **C.E.I. for Quietwater Beach Ferry Landing Dock**

**Solicitation Identification Number 16-17.018**

Financial Management Number: 436511-2-68-01

#### **Purpose**

Escambia County is requesting sealed letters of interest and qualifications from professional firms experienced in Construction Engineering and Inspection services (hereinafter referred to as "CEI") with said services being used for the Ferry Landing Project (Ferry Landing Project) and as Needed Construction Engineering and Inspection Services. CEI services for the Ferry Landing Project (Ferry Landing Project) for Escambia County is identified in the County's Local Agency Program contract with the Florida Department of Transportation (FDOT). Consideration will be given to only those firms that are qualified pursuant to law and that have been prequalified by FDOT to perform the indicated types of work 10.4 – Minor Bridge & Misc. Structures CEI and 11.0 – Engineering Contract Administration and Management.

This project is federally funded with assistance from the FDOT and the Federal Highway Administration (FHWA). By submitting a letter of interest, the Consultant certifies that they are in compliance with FDOT Procedure No. 375-030-006 (Restriction on Consultants Eligibility to Compete for Department Contracts) and that no principal is presently suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation on this transaction by any Federal Department or Agency.

#### **Scope of Work (see exhibit A)**

EXHIBIT "A"

CONSTRUCTION ENGINEERING AND INSPECTION  
SCOPE OF SERVICES

FOR

**Quietwater Beach Ferry Landing**  
**Financial Project ID(s): 436511-2-68-01**  
**Federal Project No.: FLAP-11-F**



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**SCOPE OF SERVICES**  
**CONSTRUCTION ENGINEERING AND INSPECTION**

**1.0 PURPOSE:**

This scope of services describes and defines the Construction Engineering and Inspection (CEI) services which are required for contract administration, inspection, and materials sampling and testing for the construction projects listed below.

**2.0 SCOPE:**

Provide services as defined in this Scope of Services, the referenced manuals, and procedures.

The projects for which the services are required are:

Financial Project IDs: 436511-2-68-01  
Descriptions: Quietwater Beach Ferry Dock  
County: Escambia

Exercise independent professional judgment in performing obligations and responsibilities under this Agreement.

Services provided by the Consultant shall comply with current Local, State, and Federal manuals, procedures, and memorandums in effect as of the date of execution of the Agreement unless otherwise directed in writing by the County.

On a single Construction Contract, it is a conflict of interest for a professional firm to receive compensation from both the County and the Contractor either directly or indirectly.

Additional work developing within the geographical area of the project may be added at the discretion of the County or FDOT. The Consultant must perform to the satisfaction of the County's representatives for consideration of additional CEI services.

**3.0 LENGTH OF SERVICE:**

The services for each Construction Contract shall begin upon written notification to proceed by the County.

Track the execution of the Construction Contract such that the Consultant is given timely authorization to begin work. While no personnel shall be assigned until written notification by the County has been issued, the Consultant shall be ready to assign personnel within two weeks of notification. For the duration of the project, coordinate closely with the County and Contractor to minimize rescheduling of Consultant activities due to construction delays or changes in scheduling of Contractor activities.

For estimating purposes, the Consultant will be allowed an accumulation of thirty (30) calendar days to perform preliminary administrative services prior to the issuance of the Contractor's notice to proceed on the first project and thirty (30) calendar days to demobilize after final acceptance of the last Construction Contract.

The anticipated letting schedules and construction times for the projects are tabulated below:

Construction Contract Estimate			
Financial Project ID	Letting Date (Mo/Day/Yr)	Start Date (Mo/Day/Yr)	Duration (Days)
436511-2-68-01	01-23-17	01-31-17	90

**4.0 DEFINITIONS:**

- A. Agreement: The Professional Services Agreement between the County and the Consultant setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of services, and the basis of payment.
- B. Contractor: The individual, firm, or company contracting with the County for performance of work or furnishing of materials.
- C. Construction Contract: The written agreement between the County and the Contractor setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of labor and materials, and the basis of payment.
- D. County Project Coordinator: The County employee assigned to manage the Construction Engineering and Inspection Contract and represent the County during the performance of the services covered under this Agreement.
- E. Construction Training/Qualification Program (CTQP): The FDOT program for training and qualifying technicians in Aggregates, Asphalt, Concrete, Earthwork, and Final Estimates Administration. Program information is available at CTQP website.
- F. Consultant: The Consulting firm under contract to the County for administration of Construction Engineering and Inspection services.
- G. Consultant Project Administrator: The employee assigned by the Consultant to be in charge of providing Construction Contract administration services for one or more Construction Projects.
- H. Consultant Senior Project Engineer: The Engineer assigned by the Consultant to be in charge of providing Construction Contract administration for one or more Construction Projects. This person may supervise other Consultant employees and act as the lead Engineer for the Consultant.
- I. District Construction Project Manager: The FDOT employee assigned to provide guidance to the Construction Engineering and Inspection Contract and the County while a project is under construction. The employee will serve as one of primary contact during construction and shall be invited to all pre-construction and progress meetings.
- J. District LAP Administrator: The FDOT administrator of the District’s Local Agency Program and a primary contact. Responsible for ensuring all LAP projects follow federal and state guidelines.
- K. Engineer of Record: The Engineer noted on the Construction plans as the responsible person for the design and preparation of the plans.

- L. Operations Engineer: The Engineer assigned to a particular County or area to administer Construction and Maintenance Contracts for the Department.
- M. Public Information Office: The County's office assigned to manage the Public Information Program.
- N. Resident Compliance Specialist: The employee assigned by the Consultant to oversee project specific compliance functions.
- O. District Resident Compliance Specialist: The FDOT employee assigned to review documents prepared by the Resident Compliance Specialist to ensure that the project is meeting all compliance functions

**5.0 ITEMS TO BE FURNISHED BY THE COUNTY TO THE CONSULTANT:**

- A. The County, on an as needed basis, will furnish the following Construction Contract documents for each project. These documents may be provided in either paper or electronic format.
  - 1. Construction Plans,
  - 2. Specification Package,
  - 3. Copy of the Executed Construction Contract, and
  - 4. Utility Agency's Approved Material List (if applicable).

**6.0 ITEMS FURNISHED BY THE CONSULTANT:**

**6.1 County Documents:**

All applicable County documents referenced herein shall be a condition of this Agreement. All County documents, directives, procedures, and standard forms are available, by written request, through the County's Engineering Division

Escambia County Central Office Complex  
 Transportation & Traffic Operations  
 Attn: David Forte, Division Manager  
 3363 West Park Place  
 Pensacola, Florida 32505  
 Telephone No. (850) 595-3404

**6.2 Field Equipment:**

Supply inspection and testing equipment essential to perform services under this Agreement; such equipment includes non-consumable and non-expendable items.

Hard hats shall have the name of the consulting firm visibly displayed.

Equipment described herein and expendable materials under this Agreement will remain the property of the Consultant and shall be removed at completion of the work.

Handling of nuclear density gauges shall be in compliance with their license.

Retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment shall be maintained and in operational condition at all times.

**6.3 Licensing for Equipment Operations:**

Obtain proper licenses for equipment and personnel operating equipment when licenses are required. The license and supporting documents shall be available for verification by the County, upon request.

Radioactive Materials License for use of Surface Moisture Density Gauges shall be obtained through the State of Florida Department of Health.

**7.0 LIAISON RESPONSIBILITY OF THE CONSULTANT:**

For the duration of the Agreement, keep the County Project Coordinator in Responsible Charge informed of all significant activities, decisions, correspondence, reports, and other communications related to its responsibilities under this Agreement.

Facilitate communications between all parties (i.e. architectural, mechanical, materials, landscaping, local agencies, etc.) ensuring responses and resolutions are provided in a timely manner. Maintain accurate records to document the communication process.

Submit all administrative items relating to Invoice Approval, Personnel Approval, User IDs, Time Extensions, and Supplemental Amendments to the County Project Coordinator for review and approval.

**8.0 PERFORMANCE OF THE CONSULTANT:**

During the term of this Agreement and all Supplemental Amendments thereof, the County will review various phases of Consultant operations, such as construction inspection, materials sampling and testing, and administrative activities, to determine compliance with this Agreement. Cooperate and assist County representatives in conducting the reviews. If deficiencies are indicated, remedial action shall be implemented immediately. County recommendations and Consultant responses/actions are to be properly documented by the Consultant. No additional compensation shall be allowed for remedial action taken by the Consultant to correct deficiencies. Remedial actions and required response times may include but are not necessarily limited to the following:

- A. Further subdivide assigned inspection responsibilities, reassign inspection personnel, or assign additional inspection personnel, within one week of notification.
- B. Immediately replace personnel whose performance has been determined by the Consultant and/or the County to be inadequate.
- C. Immediately increase the frequency of monitoring and inspection activities in phases of work that are the Consultant's responsibility.
- D. Increase the scope and frequency of training of the Consultant personnel.

## **9.0 REQUIREMENTS OF THE CONSULTANT:**

### **9.1 General:**

It shall be the responsibility of the Consultant to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract.

Observe the Contractor's work to determine the progress and quality of work. Identify discrepancies, report significant discrepancies to the County, and direct the Contractor to correct such observed discrepancies.

Seek input from the County Project Coordinator relating to all Supplemental Agreement requests. Supplemental Agreements must be determined to be in accordance with Florida law by the County prior to approval by the Consultant. For any Supplemental Agreement which exceeds the thresholds, prepare the Supplemental Agreement as a recommendation to the County, which the County may accept, modify or reject upon review. Consult with the County Project Coordinator as necessary and direct all issues, which exceed delegated authority to the County Project Coordinator for action or direction.

Inform the County Project Coordinator of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor.

### **9.2 Survey Control:**

Check the survey control baseline(s) along with sufficient baseline control points and bench marks at appropriate intervals along the project in order to make and record measurements necessary to calculate and document quantities for pay items.

Any questions or requests for "Waiver of Survey" should be directed to the County Project Coordinator.

### **9.3 On-site Inspection:**

Monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the projects are constructed in reasonable conformity with such documents. Maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work. The County will monitor off-site activities and fabrication unless otherwise stipulated by this Agreement.

When applicable, perform underwater bridge construction inspections of bridges with permanently submerged structural members in compliance with FDOT CPAM Section 10.6, Underwater Bridge Construction Inspection.

Monitor and inspect Contractor's Work Zone Traffic Control Plan and review modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plan, in accordance with the County's procedures. Consultant employees performing such services shall be qualified in accordance with the County's procedures.

**9.4 Sampling and Testing:**

Perform sampling and testing of component materials and completed work in accordance with the Construction Contract documents. The minimum sampling frequencies set out in the FDOT Materials Sampling, Testing and Reporting Guide shall be met. In complying with the aforementioned guide, provide daily surveillance of the Contractor's Quality Control activities and perform the sampling and testing of materials and completed work items for verification and acceptance.

Determine the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, DOT label, DOT stamp, etc.

The County will monitor the effectiveness of the Consultant's testing procedures through observation.

Sampling, testing and laboratory methods shall be as required by the County's Standard Specifications, Supplemental Specifications or as modified by the Special Provisions of the Construction Contract.

Documentation reports on sampling and testing performed by the Consultant shall be submitted during the same week that the construction work is done.

**9.5 Engineering Services:**

Coordinate the Construction Contract administration activities of all parties other than the Contractor involved in completing the construction project. Notwithstanding the above, the Consultant is not liable to the County for failure of such parties to follow written direction issued by the Consultant.

Services shall include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract. Maintain complete, accurate records of all activities and events relating to the project and properly document all project changes.

- (1) Schedule and attend a meeting with the County Project Coordinator prior to the Pre-construction Conference. The Resident Compliance Officer shall attend this meeting. Schedule and conduct a meeting with the County Project Coordinator prior to the Pre-construction conference and another meeting prior to project final acceptance. The purpose of these meetings is to discuss the required documentation, including LAPIT, as-builts, and other documents necessary for compliance.
- (2) Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project. For each project that requires the use of the NPDES General Permit, provide at least one inspector who has successfully completed the "Florida

Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors". The Consultant's inspector will be familiar with the requirements set forth in the FEDERAL REGISTER, Vol. 57, No. 187, Friday, September 5, 1992, pages 4412 to 4435 "Final NPDES General Permits for Storm Water Discharges from Construction Sites" and the County's guidelines.

- (3) Analyze the Contractor's schedule(s) (i.e. baseline(s), revised baseline(s), updates, as-built, etc.) for compliance with the contract documents. Elements including, but not limited to, completeness, logic, durations, activity, flow, milestone dates, concurrency, resource allotment, and delays will be reviewed. Verify the schedule conforms with the construction phasing and MOT sequences, including all contract modifications..
- (4) Analyze problems that arise on a project and proposals submitted by the Contractor; work to resolve such issues, and process the necessary paperwork.
- (5) Monitor, inspect and document utility construction for conformance with Utility Agency's Standards and the Utility Agency's Approved Materials List. Facilitate coordination and communication between Utility Agency's representatives, County staff and Contractors executing the work. Identify potential utility conflicts and assist in the resolution of utility issues including County and State owned facilities.

Identify, review, and track progress of Joint Project Agreements, and/or other County and utility agreements. Address work progress, track reimbursement activities, and address betterment and salvage determination. Prepare all necessary documentation to support reimbursement activities and betterment and salvage determination.

- (6) Produce reports, verify quantity calculations and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order for the County to make timely payment to the Contractor.
- (7) Monitor each Contractor and Subcontractor's compliance with specifications and special provisions of the Construction Contract in regard to payment of predetermined wage rates in accordance with County procedures.
- (8) Provide a Resident Compliance Specialist for surveillance of the Contractor's compliance with Construction Contract requirements. The Resident Compliance Specialist is responsible for reviewing, monitoring, evaluating and acting upon documentation required for Construction Contract compliance, and maintaining the appropriate files thereof. Typical areas of compliance responsibility include EEO Affirmative Actions for the prime contractor and subcontractor, DBE Affirmative Action, Contractor Formal Training, Payroll, and Subcontracts. The Resident Compliance Specialist must keep all related documents and correspondence accurate and up to date; attend all compliance reviews and furnish the complete project files for review; and assist the FDOT District Contract Compliance Manager as requested.



- (9) The Consultant shall perform the field interviews, provide work space and supplies for project compliance files.
- (10) The County will provide Public Information Services.
- (11) Provide Public Information Services and be proactive in keeping the community aware of the status and traffic impacts of the referenced project. Prepare a monthly report to submit to the County's Public Information Office (PIO) for distribution. This report should include information for the public, elected officials and the media of any upcoming events, which will affect traffic flow. Produce and distribute all publications (letters, flyers, brochures and news releases) necessary for this contract. Prior to release, the County's PIO designee will approve all responses, letters, news releases and the like. Provide timely, professional responses to project inquiries including emails, telephone calls, etc. When required, coordinate general public information meetings, open houses, and community meetings as directed by the County's representatives.
- (12) Video tape the pre-construction conditions throughout the project limits. Provide a digital photo log or video of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy.
- (13) Provide a digital camera for photographic documentation of pre-construction state and of noteworthy incidents or events during construction.

These photographs will be filed and maintained by the Consultant.

Photographs shall be taken the day prior to the start of construction and continue as needed throughout the project. Photographs shall be taken the days of Conditional, Partial and Final Acceptance.

Provide visual documentation of construction through the project. Photographic locations should be located at intervals such that the digital photographs collectively portray the majority of the visible surfaces on the Project. The digital photographs should be taken with a frequency designed to reveal changes in the progress of the Project, which can be compared to other project data including daily reports of construction and scheduling updates. Working photographic data files are to be supplied for everyday reference purposes and comprise copies of each original photographic data file, which have been processed to a reduced pixel and color resolution (size and clarity) for distribution via CD ROM and the Internet. The original photographic data files, working photographic data files and access and display system are to be distributed on CD ROM and portable hard disk media.

## **9.6 Geotechnical Engineering:**

Become familiar with the existing site conditions and the contract documents. Observe and record the progress and quality of foundation work to determine that the foundations are constructed at the correct location and elevation, identify

discrepancies, submit monthly progress reports to the FDOT District Geotechnical Engineer (DGE), and direct the Contractor to correct such observed discrepancies. Attend the Preconstruction Conference and/or special geotechnical meeting for the Construction Contract. All services under this section will be performed in accordance to FDOT Specification Section 455. The Geotechnical Engineer will provide the following services with the assistance of a qualified inspector who has completed the FDOT Drilled Shaft/Pile Driving Qualification Courses.

1) Drilled Shafts:

- a) Review the drilled shaft installation plan submitted by the Contractor for materials, methods, equipment, etc., and provide recommendations to the County within five (5) working days of the Contractor's submission.
- b) Observe installation of test hole {methods shaft(s)} such that it is constructed in accordance with the plans, specifications, and special provisions for the Construction Contract. The Consultant shall report on the adequacy of the Contractor's methods within three (3) working days of completion of the test hole {methods shaft(s)} construction.
- c) Observe construction of test holes, load test shafts, and production shafts. This includes review of testing of drilling slurry, core drilling and core logs, and other procedures as required.
- d) Inspect the bottom of the shafts for cleanliness using manual soundings or shaft inspection device as required in the contract documents.
- e) Provide all necessary forms and keep a log of all inspections made of the shafts. These logs made during the shaft inspections shall be turned over to the County within three (3) working days after completion of any shaft. Logs shall be signed and sealed by the Geotechnical Engineer.
- f) Provide a written report of all test shaft installations to the DGE within three (3) working days of shaft completion.
- g) When conditions occur which are different from those indicated on the plans, the Geotechnical Engineer shall immediately report them to the Project Administrator and the DGE. Recommend adjustments to the authorized depths as necessary to obtain the shaft capacity to the DGE for approval.
- h) Hire a Specialty Engineer to perform non-destructive integrity testing of drilled shafts as required to estimate shaft uniformity and to detect possible shaft defects.
- i) Review concrete placement records to identify possible causes of shaft integrity problems.
- j) Evaluate problems encountered during construction, and coordinate with the Project Administrator and DGE to resolve such problems.

2) Piles:

- a) Review Contractor's Pile Installation Plan and provide comments to the Senior Project Engineer and to the DGE within five (5) working days of the Contractor's submittal.
- b) Perform Wave Equation Analysis for Piles (WEAP) to determine suitability of hammer driving system for the project. Provide results

(check stresses, design capacity, and ultimate capacity) to the DGE within five (5) working days of the Contractor's submittal.

- c) Ensure dynamic testing performed (per the contract documents and when deemed necessary by the DGE) during initial driving and re-drives.
- d) When monitoring the test pile driving process, determine proper fuel settings, thickness of pile cushions and when they need changing. Record all pertinent information that is needed to determine the driving criteria such as jetting, preforming, pre-drilling, reference elevation, hammer serial number hammer cushion material and thickness, pile cushion material and thickness, etc. This information shall be provided to the DGE within 24 hours after the test pile driving process is completed. In most cases this information will be requested immediately following test pile completion. Submit electronic Pile Driving Analyzer (PDA) files within 24 hours after the test pile is completed.
- e) Ensure Case Pile Wave Equation Analysis (CAPWAP) is performed on test pile data for selected blows, using the latest version. At a minimum, CAPWAP shall be performed on initial drive data where required resistance is obtained below the minimum tip elevation and on set-check data (if any). If requested, the end of drive CAPWAP will be performed in the field upon completion of the drive, otherwise it shall be completed within 24 hours of driving the instrumented pile.
- f) Analyze the test data and available soils data as required to establish production pile lengths and driving criteria. The analysis must include WEAP utilizing CAPWAP results, to determine the driving criteria that will correlate accurately with driving resistance, blows per foot, energy, stresses and capacity. Submit preliminary report(s) recommending production pile lengths and driving criteria to the DGE for approval within four (4) working days after the test pile program is completed, unless requested sooner. The preliminary report shall include CAPWAP and WEAP printed & plotted outputs, and all raw data obtained by the PDA and CAPWAP solutions on DVD or CD computer disks.
- g) Furnish final written letters, signed and sealed, in the agreed format for production pile lengths and the driving criteria. The driving criteria letter must include blow count criteria, special requirements and limitations on settings (strokes/energy) to limit the stresses per the Specifications. Include recommendations as to what to consider firm driving when applicable, to obtain the required minimum penetration.
- h) For projects with Embedded Data Collectors (EDCs), provide personnel proficient in operation of EDC monitoring equipment for data collection, interpretation and analysis. Utilize the most current version of Smart-Structures software along with antenna, workstation and stand. Provide qualified personnel capable of making accurate determination of pile acceptability in real time. Pack and submit the collected EDC data to the District Geotechnical office within 24 hours of driving each pile.

## 10.0 PERSONNEL:

### 10.1 General Requirements:

Provide qualified personnel necessary to efficiently and effectively carry out its responsibilities under this Agreement. Method of compensation for personnel assigned to this project is outlined in Exhibit "B."

**Unless otherwise agreed to by the County, the County will not compensate straight overtime or premium overtime for the positions of Senior Project Engineer, Project Administrator/Project Engineer, Contract Support Specialist and Assistant or Associate to any of these positions.**

### 10.2 Personnel Qualifications:

Provide competent personnel qualified by experience and education. Submit in writing to the County Project Coordinator the names of personnel proposed for assignment to the project, including a detailed resume for each containing at a minimum: salary, education, and experience. The personnel approval shall be submitted to the County Project Coordinator at least two weeks prior to the date an individual is to report to work.

Personnel identified in the Consultant technical proposal are to be assigned as proposed and are committed to performing services under this Agreement. Personnel changes will require written approval from the County. Staff that has been removed shall be replaced by the Consultant within one week of County notification.

Before the project begins, all project staff shall have a working knowledge of the current construction requirements and must possess all the necessary qualifications/certifications for fulfilling the duties of the position they hold. Cross training of the Consultant's project staff is highly recommended to achieve a knowledgeable and versatile project inspection team but shall not be at any additional cost to the County and should occur as workload permits.

Minimum qualifications for the Consultant personnel are set forth as follows. Exceptions to these minimum qualifications will be considered on an individual basis. However, a Project Administrator working under the supervision and direction of a Senior Project Engineer or an Inspector working under the supervision and direction of a Senior Inspector shall have six months from the date of hire to obtain the necessary qualifications/certifications provided all other requirements for such positions are met and the Consultant submits a training plan detailing when such qualifications/certifications and other training relative to the County's procedures, Specifications and Design Standards will be obtained. The District Construction Engineer or designee will have the final approval authority on such exceptions.

Complex Category Two (CC2) Bridge Structures: Bridge structures that are complex and require advanced designs and construction engineering and inspection. The following structures are classified as CC2 bridge structures:

- Concrete Post-Tensioned Segmental Box Girder (CPTS)
- Concrete Post-Tensioned Continuous Beam (CPTCB)
- Movable Bridges (MB)
- Post-tensioned Substructures (PTS)

**CEI SENIOR PROJECT ENGINEER** - A Civil Engineering degree and registered in the State of Florida as a Professional Engineer (or if registered in another state, the ability to obtain registration in the State of Florida within six months) and six (6) years of engineering experience [(two (2) years of which are in major road or bridge construction)] or [(five (5) of which are in major bridge construction) - for Complex Bridge Projects with the exception of PTS projects which require two (2) years of major bridge construction], or for non-degreed personnel the aforementioned registration and ten (10) years of engineering experience (two (2) years of which are in major road or bridge construction). Qualifications include the ability to communicate effectively in English (verbally and in writing); direct highly complex and specialized construction engineering administration and inspection program; plans and organizes the work of subordinate and staff members; develops and/or reviews policies, methods, practices, and procedures; and reviews programs for conformance with County standards. Also must have the following:

**QUALIFICATIONS:**

FDOT Advanced MOT

Attend the CTQP Quality Control Manager course and pass the examination.

**CERTIFICATIONS:**

None

**OTHER:**

Complete the Critical Structures Construction Issues, Self Study Course, and submit the mandatory Certification of Course Completion form (for structures projects).

A Master's Degree in Engineering may be substituted for one (1) year engineering experience.

**CEI PROJECT ADMINISTRATOR/PROJECT ENGINEER** - A Civil Engineering degree plus two (2) years of engineering experience in construction of major road or bridge structures, or for non-degreed personnel eight (8) years of responsible and related engineering experience, two (2) years of which involved construction of major road or bridge structures with the exception of Complex Category 2 (CC2) bridge structures.

For CC2 bridge structures, a Civil Engineering degree and registered in the State of Florida as a professional engineer (or if registered in another state, have the ability to obtain registration in Florida within six (6) months) plus five (5) years general bridge construction experience, two (2) years of which must have been with the type of CC2 bridge construction project for which CEI services are being provided by this scope **or** for non-degreed and/or non-registered personnel eight (8) years of general bridge construction experience, (4) years of which must have been with the type of CC2 bridge construction project for which CEI services are being provided by this scope. Additionally, a minimum of one (1) year of experience as the Project Administrator in primary control of the type of CC2 construction project for which CEI services are being provided by this scope. As an exception, only one (1) year of PTS bridge experience will be required for registered project administrators and two (2) years of PTS bridge experience for non-registered project administrators. Post-tensioning experience is not required for precast prestressed concrete flat slab superstructures but successful completion of an FDOT accredited grouting and post-tensioning course is required. To be in primary control, a Project Administrator must have supervised two or more inspectors as well as two or more support staff (Office Manager, Compliance Officer, and Secretary) and must have been directly responsible for all CEI services assigned.

CPTS years of experience must have included a minimum of twelve (12) months experience in each of the following areas: (1) casting yard operations and related surveying; (2) segment erection and related surveying, post-tensioning (PT) of tendons and grouting of prestressing steel.

CPTCB years of experience must include monitoring of the following: girder erection, safe use of girder erection cranes, stabilization of girders after erection, false work for temporary girder support, and PT and grouting operations.

PTS years of experience must include monitoring of the following: installation of PT ducts and related hardware and post-tensioning and grouting of strands or be the level of experience that meets the criteria for CPTS or CPTCB bridges.

MB years of experience must have been in MB mechanical and/or electrical construction.

Receives general instructions regarding assignments and is expected to exercise initiative and independent judgment in the solution of work problems. Directs and assigns specific tasks to inspectors and assists in all phases of the construction project. Will be responsible for the progress and final estimates throughout the construction project duration. Must have the following:

QUALIFICATIONS:

FDOT Advanced MOT

CTQP Final Estimates Level II

CERTIFICATIONS:

None

OTHER:

Attend CTQP Quality Control Manager Course and pass the examination.

Attend a FDOT accredited post-tensioning training course and pass the examination (for post-tensioned CC2 projects)

Attend a FDOT accredited grouting training course and pass the examination (for post-tensioned CC2 projects)

Complete the Critical Structures Construction Issues, Self Study Course, and submit the mandatory Certification of Course Completion form (for structures projects)

A Master's Degree in Engineering may be substituted for one (1) year of engineering experience

**CEI ASSISTANT PROJECT ADMINISTRATOR/PROJECT ENGINEER –**

A Civil Engineering degree plus one (1) year of engineering experience in construction of major road or bridge structures, or for non-degreed personnel six (6) years of responsible and related engineering experience, two (2) years of which involved construction of major road or bridge structures with the exception of Complex Category 2 (CC2) bridge structures.

QUALIFICATIONS:

FDOT Intermediate MOT

CTQP Final Estimates Level II

**CEI CONTRACT SUPPORT SPECIALIST** - A High School diploma or equivalent and four (4) years of road & bridge construction engineering inspection (CEI) experience having performed/assisted in project related duties (i.e., LIMS, progress and final estimates, EEO compliance, processing Construction Contract changes, etc.) or a Civil Engineering Degree. Should exercise independent judgment in planning work details and

making technical decisions related to the office aspects of the project. Should be familiar with the County's Procedures covering the project related duties as stated above and be proficient in the computer programs necessary to perform these duties. Shall become proficient in Multi-Line and Engineering Menu.

QUALIFICATIONS:

CTQP Final Estimates Level II

**CEI ASSOCIATE CONTRACT SUPPORT SPECIALIST** - High school graduate or equivalent plus three (3) years of secretarial and/or clerical experience including two (2) years experience in construction office management having performed project related duties (i.e., LIMS, progress and final estimates, EEO compliance, processing Construction Contract changes, etc.). Experienced in the use of standard word processing software. Should exercise independent initiative to help relieve the supervisor of clerical detail. Assists the Project Administrator in office related duties (i.e., CQR, progress, and final estimates, EEO compliance, Processing Construction Contract changes, etc.) Project specific. Work under the general supervision of the Senior Project Engineer and staff.

**CEI RESIDENT COMPLIANCE SPECIALIST** - Graduation from an accredited high school or equivalent with one (1) year of experience as a resident compliance officer on a construction project or two (2) years of assisting the compliance officer in monitoring the project. Should have prior experience in both State funded and Federal Aid funded construction projects with FDOT and knowledge of EEO/AA laws and FDOT's DBE and OJT programs. Ability to analyze, collect, evaluate data, and take appropriate action when necessary. Must attend all training workshops or meetings for Resident Compliance Specialists as determined necessary.

**CEI SENIOR INSPECTOR/SENIOR ENGINEER INTERN** – High school graduate or equivalent plus four (4) years of experience in construction inspection, two (2) years of which shall have been in bridge and/or roadway construction inspection with the exception of Complex Category 2 (CC2) bridge structures or a Civil Engineering degree and one (1) year of road & bridge CEI experience with the ability to earn additional required qualifications within one year. (Note: Senior Engineer Intern classification requires one (1) year experience as an Engineer Intern.)

For CC2 bridge structures, be a high school graduate or equivalent and have five (5) years of general bridge construction experience of which two (2) years must have been with the type of CC2 bridge construction project for which CEI services are being provided by this scope. As an exception, only one (1) year of PTS bridge experience will



be required. Additionally, a minimum of twelve (12) months of experience as the Senior Inspector in primary control of the type CC2 construction project for which CEI services are being provided by this scope. To be in primary control, a Senior Inspector must have supervised two or more inspectors and must have been directly responsible for all inspection requirements related to the construction operations assigned.

CPTS years of experience must have included a minimum of twelve (12) months of inspection experience in one or both of the following depending on which area the inspector is being approved for: (1) casting yard inspection; (2) erection inspection. In addition, two (2) years of geometry-control surveying experience is required for inspectors that perform or monitor geometry control surveying in a casting yard.

CPTCB years of experience must include monitoring and inspection of the following: girder erection, safe use of girder erection cranes, girder stabilization after erection, false work for temporary girder support, and PT and grouting operations.

PTS years of experience must include monitoring of the following: installation of PT ducts and related hardware and post-tensioning and grouting of strands or be the level of experience that meets the criteria for CPTS or CPTCB bridges.

MB years of experience must have included the inspection of MB mechanical components for machinery inspectors and MB electrical components/systems for electrical inspectors.

Must have the following as required by the scope of work for the project:

QUALIFICATIONS:

CTQP Concrete Field Technician Level I

CTQP Concrete Field Inspector Level II (Bridges)

CTQP Asphalt Roadway Level I

CTQP Asphalt Roadway Level II CTQP Earthwork Construction Inspection Level I

CTQP Earthwork Construction Inspection Level II

CTQP Pile Driving Inspection

CTQP Drilled Shaft Inspection (required for inspection of all drilled shafts including miscellaneous structures such as sign structures, lighting structures, and traffic signal structures)

CTQP Grouting Technician Level I

CTQP Post-Tensioning Technician Level I

IMSA Traffic Signal Inspector Level I

FDOT Intermediate MOT

CTQP Final Estimates Level I

CERTIFICATIONS:

Nuclear Radiation Safety

IMSA Traffic Signal Inspector Level I

OTHER:

Complete the Critical Structures Construction Issues, Self Study Course, and submit the mandatory Certification of Course Completion form (for structures projects).

Responsible for performing highly complex technical assignments in field surveying and construction layout, making, and checking engineering computations, inspecting construction work, and conducting field tests and is responsible for coordinating and managing the lower level inspectors. Work is performed under the general supervision of the Project Administrator.

**CEI INSPECTOR/ENGINEER INTERN** - High school graduate or equivalent plus two (2) years experience in construction inspection, one (1) year of which shall have been in bridge and/or roadway construction inspection, plus the following:

Must have the following as required by the scope of work of the project:

QUALIFICATIONS:

CTQP Concrete Field Inspector Level I

CTQP Asphalt Roadway Level I

CTQP Earthwork Construction Inspection Level I

CTQP Pile Driving Inspection

CTQP Drilled Shaft Inspection (required for inspection of all drilled shafts including miscellaneous structures such as sign structures, lighting structures, and traffic signal structures)

IMSA Traffic Signal Inspector Level I

CTQP Final Estimates Level I

FDOT Intermediate MOT

CERTIFICATIONS:

Nuclear Radiation Safety

IMSA Traffic Signal Inspector Level I

Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors

OTHER:

Complete the Critical Structures Construction Issues, Self Study Course, and submit the mandatory Certification of Course Completion form (for structures projects).

Or a Civil Engineering degree with the ability to earn additional required qualifications within one year. (Note: Engineer Intern classification requires E.I.T. certificate.)

Responsible for performing assignments in assisting Senior Inspector in the performance of their duties. Receive general supervision from the Senior Inspector who reviews work while in progress. Civil Engineering graduates must obtain certifications within the first year of working as an inspector or Engineer Intern. Exceptions will be permitted on a case-by-case basis so long as qualifications and certifications are appropriate for specific inspection duties.

**CEI ASPHALT PLANT INSPECTOR-** High School Graduate or equivalent plus one (1) year experience in the surveillance and inspection of hot mix asphalt plant operations and have the following:

QUALIFICATIONS:

CTQP Asphalt Plant Level I

CTQP Asphalt Plant Level II

**PUBLIC INFORMATION OFFICER**- High School Graduate or equivalent and be knowledgeable in public information and/or advertising involving mass circulation or distribution of literature, mass advertising or other similar activities and performed such work for at least three (3) years.

**CEI RESIDENT COMPLIANCE SPECIALIST**- High School Graduate or equivalent with one (1) year of experience as a resident compliance specialist on a construction project or two (2) years of assisting the compliance specialist in monitoring the project. Should have prior experience in both State and Federal Aid funded construction projects with FDOT and knowledge of EEO/AA laws and FDOT's DBE and OJT programs. Ability to analyze, collect, evaluate data, and take appropriate action when necessary. Must attend all training workshops or meetings for Resident Compliance Specialists as well as spend time at the District Compliance office as determined necessary.

### **10.3 Staffing:**

Once authorized, the Consultant shall establish and maintain appropriate staffing throughout the duration of construction and completion of the final estimate. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until the County has received a regular acceptance letter.

Construction engineering and inspection forces will be required of the Consultant while the Contractor is working. If Contractor operations are substantially reduced or suspended, the Consultant will reduce its staff appropriately.

In the event that the suspension of Contractor operations requires the removal of Consultant forces from the project, the Consultant will be allowed ten (10) days maximum to demobilize, relocate, or terminate such forces.

### **11.0 QUALITY ASSURANCE (QA) PROGRAM:**

#### **11.1 Quality Assurance Plan:**

Within thirty (30) days after receiving award of an Agreement, furnish a QA Plan to the County Project Coordinator. The QA Plan shall detail the procedures, evaluation criteria, and instructions of the Consultant's organization for providing services pursuant to this Agreement. Unless specifically waived, no payment shall be made until the County approves the Consultant QA Plan.

Significant changes to the work requirements may require the Consultant to revise the QA Plan. It shall be the responsibility of the Consultant to keep the plan current with the work requirements. The Plan shall include, but not be limited to, the following areas:

#### **A. Organization:**

A description is required of the Consultant QA Organization and its functional relationship to the part of the organization performing the work under the Agreement. The authority, responsibilities and autonomy of the QA organization shall be detailed as well as the names and qualifications of personnel in the quality control organization.

#### **B. Quality Assurance Reviews:**

Detail the methods used to monitor and achieve organization compliance with Agreement requirements for services and products.

#### **C. Quality Assurance Records:**

Outline the types of records which will be generated and maintained during the execution of the QA program.

#### **D. Control of Subconsultants and Vendors:**

Detail the methods used to control subconsultant and vendor quality.

**E. Quality Assurance Certification:**

An officer of the Consultant firm shall certify that the inspection and documentation was done in accordance with County/FDOT specifications, plans, standard indexes, and County procedures.

**11.2 Quality Assurance Reviews:**

Conduct semi-annual Quality Assurance Reviews to ensure compliance with the requirements of the Agreement. Quality Assurance Reviews shall be conducted to evaluate the adequacy of materials, processes, documentation, procedures, training, guidance, and staffing included in the execution of this Agreement. Quality Assurance Reviews shall also be developed and performed to achieve compliance with specific QA provisions contained in this Agreement. The semi-annual reviews shall be submitted to the County Project Coordinator in written form no later than one (1) month after the review.

On short duration CCEI projects (nine (9) months or less), the CCEI shall perform an initial QA review within the first two (2) months of the start of construction.

On asphalt projects, the CCEI shall perform an initial QA review on its asphalt inspection staff after the Contractor has completed ten (10) full work days of mainline asphalt paving operations, or 25% of the asphalt pay item amount (whichever is less) to validate that all sampling, testing, inspection, and documentation are occurring as required of the CCEI staff.

**11.3 Quality Records:**

Maintain adequate records of the quality assurance actions performed by the organization (including subcontractors and vendors) in providing services and products under this Agreement. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. All records shall be available to the County, upon request, during the Agreement term. All records shall be kept at the primary job site and shall be subject to audit review.

**12.0 CERTIFICATION OF FINAL DOCUMENTS:**

**Prepare documentation and records in compliance with the Agreement and County Procedures.**

**Certify and submit one (1) set of final “as-built plans” documenting the Contractor’s work.**

**At the Consultant’s final pay request from the County, the Consultant shall supply one (1) CR/DVD of all files, in original format, associated with the project. The CD/DVD must be accepted by the County prior to final payout.**

**13.0 AGREEMENT MANAGEMENT:**

**13.1 General:**

With each monthly invoice submittal, the Consultant will provide a Status Report for the Agreement. This report will provide an accounting of the additional Agreement calendar

days allowed to date, an estimate of the additional calendar days anticipated to be added to the original schedule time, an estimate of the Agreement completion date, and an estimate of the Consultant funds expiration date per the Agreement schedule for the prime Consultant and for each subconsultant.

**13.2 Invoicing Instructions:**

Monthly invoices shall be submitted to the County in a format and distribution schedule defined by the County, no later than the 25th day of the following month.

If the monthly invoice cannot be submitted on time, notify the County prior to the due date stating the reason for the delay and the planned submittal date. Once submitted, the Consultant Project Principal or Senior Project Engineer shall notify the County Project Coordinator via e-mail of the total delay in calendar days and the reason(s) for the delay(s).

All invoices shall be submitted to the County in electronic format in accordance with County procedures.

All charges to the individual project will end no later than thirty (30) calendar days following final acceptance; or where all items of work are complete and conditional/partial acceptance is issued; unless authorized in writing by the County.

A Final Invoice will be submitted to the County no later than the 60<sup>th</sup> day following Final Acceptance of the individual project or as requested by the County.

**14.0 OTHER SERVICES:**

Upon written request, the Consultant will perform additional services in connection with the project not otherwise identified in this Agreement. The following items are not included as part of this Agreement, but may be required by the County to supplement the Consultant services under this Agreement.

- A. Assist in preparing for arbitration hearings or litigation that occurs during the Agreement time in connection with the construction project covered by this Agreement.
- B. Provide qualified engineering witnesses and exhibits for arbitration hearings or litigation in connection with the Agreement.
- C. Provide inspection services in addition to those provided for in this Agreement.
- D. Provide services determined necessary for the successful completion and closure of the Construction Contract.

**15.0 POST CONSTRUCTION CLAIMS REVIEW:**

In the event the Contractor submits a claim for additional compensation and/or time after the Consultant has completed this Agreement, analyze the claim, engage in negotiations leading to settlement of the claim, and prepare and process the required documentation to close out the claim. Compensation for such services will be negotiated and effected through a Supplemental Amendment to this Agreement.

**16.0 CONTRADICTIONS:**

In the event of a contradiction between the provisions of this Scope of Services and the Consultant’s proposal as made a part of their Agreement, the provisions of the Scope of Services shall apply.

**17.0 THIRD PARTY BENEFICIARY**

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a claim, cause of action, lien or any other damages or any relief of any kind pursuant to the terms or provisions of this Agreement.

**18.0 CONTRACT AUTHORITY**

FDOT shall be the final authority in considering modifications to the LAP Agreement and/or Supplemental Agreement for time and money. The County shall have all other authority over the Consultant of this Contract.

Anticipated Disciplines (Function Codes SF 330) for this project

	<b>Code</b>	<b>Description</b>
<u>Primary</u>	12	Civil Engineer
	06	Architect
	57	Structural Engineer
<u>Secondary</u>	02	Administrative
	08	CADD Technician
	15	Construction Inspector
	16	Construction Manager
	18	Cost Engineer/Estimator
	24	Environmental Scientist
	27	Foundation/Geotechnical Engineer
	29	Geographic Information System Specialist
	38	Land Surveyor
	48	Project Manager
	55	Soils Engineer

Anticipated Experience Categories (Profile Codes SF 330) for this project

	<b>Code</b>	<b>Description</b>
<u>Primary</u>	R04	Recreation Facilities (Parks, Marinas, etc0
	P05	Planning (Site, Installation and Project)
<u>Secondary</u>	C14	Conservation and Resource Management



C15	Construction Management
C16	Construction Surveying
C18	Cost Estimating; Cost Engineering and Analysis; Parametric Costing; Forecasting
E09	Environmental Impact Studies, Assessments or Statements
E11	Environmental Planning
G04	Geographic Information System Services: Development, Analysis, and Data Collection
H07	Highways; Streets; Airfield Paving; Parking Lots
L02	Land Surveying
F03	Fire Protection
S05	Soils and Geologic Studies; Foundations
S10	Surveying; Platting; Mapping; Flood Plain Studies
T04	Topographic Surveying and Mapping
W02	Water Resources; Hydrology; Ground Water

## I. INSTRUCTIONS TO SUBMITTERS

Firms desiring to provide described Professional Services shall submit one (1) electronic copy of your firms Letter of Interest containing all of the requested information no later than the date and time listed on the cover sheet. Submittals delivered late shall not be accepted or considered. No exceptions will be made.

### A. **Government Forms Software:** <http://submittals.myescambia.com/>

All information requested must be submitted. Failure to submit all information may result in a lower evaluation of the proposal. Letters, which are substantially incomplete or lack key information, may be rejected by the County at its discretion. The selection of the short listed firms will be based on the information provided in the submittal.

The submittals shall be in the GSA Standard Form (SF) 330 format with one additional section as described below (include in Letter of Interest). No other format will be acceptable.

Information submitted with your letter of interest should include documentation to demonstrate your firm's qualifications and abilities to provide the scope of services. The submittal should include sufficient information to permit a clear understanding of similar past projects, especially in Florida, staff experience and abilities, and any other additional, pertinent details to describe the team's capabilities.

A committee will review the information submitted and short-list the firms. On-site presentations, interviews, and or discussions will be requested of a short list of three or more firms. Once all review is complete, the short-listed firms will be ranked by the selection committee with the top ranked firm being scheduled for negotiations.

Award(s) resulting from this solicitation shall be subject to the provisions of Chapter 1-9-5, CONSULTANTS of the Ordinances of Escambia County and Procedure PP-250 VENDOR PERFORMANCE EVALUATIONS of the Purchasing Policies and Procedures of Escambia County.

**The following policy will apply to all methods of source selection:**

**B. CONDUCT OF PARTICIPANTS**

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

**Definitions**

***Blackout period*** means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

***Lobbying*** means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

**Sanctions**

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or

- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

**C. IDENTIFICATION OF SUBCONSULTANTS/CHANGES AFTER THE FACT**

After delivering an initial proposal in response to this solicitation, all submitters are prohibited from substituting, modifying, or amending those subconsultants identified in the initial written submittal at any time during the course of the solicitation process up to the final award of contract and including question and answer sessions, presentations or technical clarifications and submittals as may be required by the Review/Selection Committee. A substitution or addition of subconsultants or any other material changes to the submittal after the initial response will cause the submittal to be invalid for review and selection purposes.

**D. FLORIDA EXECUTIVE ORDER 11-116 COMPLIANCE**

**II. FIRMS' EVALUATIONS AND SELECTION**

The County shall follow the procedures of the Consultants' Competitive Negotiation Act, Title XIX, Chapter 287, Section 055 of the Florida Statutes. The selection committee shall consider such factors as:

<b>Points Allowed</b>	<b>Criteria</b>
60	<p><b>Qualifications and overall CEI experience and ability of the firm and its proposed staff to complete projects of a similar nature (60 points).</b></p> <p>Please describe all relevant experience as it relates to construction, civil engineering, marine construction, marine engineering, and floating dock experience that the proposed team has been directly involved with, and how that satisfies the CEI requirements of the City's project as described in Section III.</p> <p>List the projects which best illustrate the experience of the firm and current staff to be assigned to this project. (List no more than 5 projects, and no projects which were completed more than 10 years ago.) In determining the level of comparability between projects, the City will consider the nature of the previous contractual relationships.</p>
10	<p><b>Ability to meet schedule(s) (10 points).</b></p> <p>With respect to the projects outlined in item "C" above, provide information with respect to:</p> <ol style="list-style-type: none"> <li>1. Attest to Staff availability to support CEI requirements of the project</li> </ol>

as described in Section III

2. Claims history
3. Current work load

30 **FDOT Local Agency Program (LAP) and Federal Highways program reporting experience (30 points)**

Describe recent FDOT LAP program experience and level of effort provided in support of any specific construction project. Include LAP program familiarity as it relates to LAP processes, procedures, documentation and compliance reporting required. Detail use and experience with the FDOT's LAPIT web-based project management tool.

Award(s) resulting from this solicitation shall be subject to the provisions of Chapter 1-9-5, CONSULTANTS of the Ordinances of Escambia County and Procedure PP-250 VENDOR PERFORMANCE EVALUATIONS of the Purchasing Policies and Procedures of Escambia County.

### III. SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

Mailing date of proposals	<b>Tuesday, January 03, 2017</b>
Letters of Interest due date	<b>11:59 p.m. CST, Tuesday, January 24, 2017</b>
Short-Listing Meeting	<b>3:30 p.m. – 5:00 p.m. CST, Monday, January 30, 2017</b>
Discussions, Ranking Meeting	<b>1:00 p.m. - 5:00 p.m. CST, Thursday, February 09, 2017</b>
Written Scope due to Committee for Review	<b>Friday, February 17, 2017</b>
Fee Proposal due to Committee for Review	<b>Monday, February 20, 2017</b>
1 <sup>st</sup> Negotiations with First Ranked Firms	<b>3:00 p.m. - 5:00 p.m. CST, Wednesday, February 22, 2017</b>
2 <sup>nd</sup> Negotiations with First Ranked Firms	<b>3:00 p.m. - 5:00 p.m. CST, Monday, February 27, 2017</b>
Board of County Commissioners approval	<b>Thursday, March 21, 2017</b>

**Note:** Per Florida Statute 119.071, General exemptions from inspection or copying of public records 2. Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an

intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

Public Records of this solicitation will not be available until **Thursday, February 23, 2017**.

#### **IV. SUBMITTAL REQUIREMENTS**

The County has implemented an Electronic Submittal Process that utilizes GovernmentForms.software® (GFS) to generate a customized version of the Standard Form (SF) 330 in a specific format. Other items shall be in PDF format and must be submitted by electronic upload via GFS or manually via the County's web site at <http://submittals.myescambia.com/>

Required items are described below (**The following forms must be submitted electronically in the order listed below**):

**1. Update Standard Form (SF) 330 – Part II (GFS format)**

For those firms that have already provided an SF 330 Part II update as required

**Note:** The wording on the form can't be changed, but include information as though the listing reads as follows:

11. ~~ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES~~ INVOICED AND PAID BY OF FIRM FOR LAST 3 YEARS

11. a. ~~Federal~~ Escambia County Florida Board of County Commissioners

11. b. ~~Non-Federal~~ Non-Escambia County Florida Board of County Commissioners Work

## 2. Standard Form (SF) 330 – Part I (GFS format)

Generated by GovernmentForms.software®, includes:

- Standard Form (SF) 330 - Part I, Section A-C
- Standard Form (SF) 330 - Part I, Section D
  - For each individual shown on the organizational chart list the following:
    - Name
    - Position relative to the project
    - Firm
    - Position in the firm
- Standard Form (SF) 330 - Part I, Section E
  - For each individual shown on the organizational chart list the following:
    - Name
    - Position relative to the project
    - Firm
    - Position in the firm
    - Experience pertaining to the following:
      - Highways or Roads and associated infrastructure specifically indicating experience with:
        - Florida Green Book
        - Escambia County Technical Specifications
        - FDOT Design Standards
        - AASHTO Standards
        - ADA requirements
        - LAP Manual (specifically Chapter 19), two (2) examples minimum
        - MUTCD requirements
      - Drainage Design
        - Familiarity with drainage basin studies and how such studies are performed
        - Experience preparing drainage designs
        - Experience modeling stormwater designs
      - Environmental permitting and utility coordination
        - Familiar with Environmental Resource Permitting requirements of:
          - Northwest Florida Water Management District
          - Florida Department of Environmental Protection
          - Army Corps of Engineers
        - Familiar with and have an understanding of the utility companies that may be impacted during the design and construction of the project
          - One (1) example addressing a solution provided to alleviate the need for utility relocation.

- Ability to communicate effectively with Staff, Contractors, or residents. Specifically address where the ability to communicate with Escambia County, contractors, or residents helped solve a problem that arose after the design was complete.
- Standard Form (SF) 330 - Part I, Section F
  - The firm should provide three (3) examples of projects for government entities/municipalities indicating experience in the following (except as specifically noted):
    - Highways or Roads and associated infrastructure specifically indicating experience with:
      - Florida Green Book
      - Escambia County Technical Specifications
      - FDOT Design Standards
      - AASHTO Standards
      - ADA requirements
      - LAP Manual (specifically Chapter 19), two (2) examples minimum
      - MUTCD requirements
    - Drainage Design
      - Familiarity with drainage basin studies and how such studies are performed
      - Experience preparing drainage designs
      - Experience modeling stormwater designs
    - Environmental permitting and utility coordination
      - Familiar with Environmental Resource Permitting requirements of:
        - Northwest Florida Water Management District
        - Florida Department of Environmental Protection
        - Army Corps of Engineers
      - Familiar with and have an understanding of the utility companies that may be impacted during the design and construction of the project
        - One (1) example addressing a solution provided to alleviate the need for utility relocation.
    - Ability to communicate effectively with Staff, Contractors, or residents. Specifically address where the ability to communicate with Escambia County, contractors, or residents helped solve a problem that arose after the design was complete.
- Standard Form (SF) 330 - Part I, Section G
- Standard Form (SF) 330 - Part I, Section H
  - The firm should provide three (3) examples of projects for government entities/municipalities indicating experience in the following:
    - Past Performance:
      - Provide at least three (3) samples showing performance records for the past five (5) years. Records should indicate:
        - Performance record

- Background Experience
  - Technical Expertise
- Current Work
  - Proposers shall list all currently active contracts or task orders with the following:
    - Escambia County, Florida,
    - Other Government Entities,
    - Private, and provide the following relative information
      - Contract or Task Order name
      - Current status
      - Costs
        - Original cost, to include any change orders
        - Remaining balance
- Proposers shall list any work which their organization failed to complete in the last five (5) years and describe the when, where, how and why of such failure.
- Proposers shall list any officer or partner of their team who in the last five (5) years failed to complete a contract handled in his/her name and to discuss the reasons thereof.
- Proposers shall list any lawsuits in which their team (firms and individuals) is involved relative to services performed or failed to perform over the last five (5) years
- Proposers shall include any additional information to represent your firm for consideration.

### 3. Letter of Interest (PDF format)

Letter of Interest prepared by a corporate officer or principal of the firm authorized to obligate the firm contractually (Page Limit: Total Letter of Interest length shall not exceed 20 pages).

#### Documents

The following forms are PDF's to be uploaded

- Letter Of Interest
- Letter From Insurance Carrier as to Capacity to Provide a Certificate Of Insurance as Specified In the "Insurance Requirements"
- Certificate of Authority to do Business from the State Of Florida (Information Can Be Obtained at <http://www.sunbiz.org/search.html>)
- **Note:** While the following forms are attached to this solicitation. They are provided as an example only. Use the forms listed on <http://submittals.myescambia.com/>, **General Information/Sample Forms/Required Items**, they are PDF Forms.
- Truth in Negotiation Certification (FDOT Form #375-030-30)
- Conflict of Interest Certification (FDOT Form #375-030-50)
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts (FDOT Form #375-030-32)
- Certification for Disclosure of Lobbying Activities on Federal-Aid Contracts (FDOT Form #375-030-33)
- Disclosure of Lobbying Activities (FDOT Form #375-030-34)
- Certification Regarding E-Verify System
- Sworn Statement Pursuant to Section 287.133 (3)(A), Florida Statutes, On Entity Crimes



- Drug-Free Workplace Program Certification (FDOT Form #375-040-18)
- DBE Participation Statement (FDOT Form #375-040-83)
- Information Sheet for Transactions and Conveyances Corporate Identification

**No additional information is to be included in the Letter of Interest.**

**Note: Failure to provide the information listed above could be reason for deeming a firm non-responsive.**

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS  
For PROFESSIONAL SERVICES CONTRACTS

**TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):**

The following terms apply to all contracts in which it is indicated that the services involve the expenditure of federal funds:

- A. It is understood and agreed that all rights of the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.
- C. Compliance with Regulations: The Consultant shall comply with the Regulations: relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- D. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant 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.
- E. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- F. Information and Reports: The Consultant will 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 Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- G. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Local Agency shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,
  - 1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
  - 2. cancellation, termination or suspension of the contract, in whole or in part.
- H. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through I in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the Local Agency to enter into such litigation to protect the interests of the Local Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.
- I. 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

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS  
For PROFESSIONAL SERVICES CONTRACTS

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).

- J. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.
- K. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- L. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statements shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.
- The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.
- M. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- N. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Local Agency in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Local Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.
- O. The Local Agency hereby certifies that neither the consultant nor the consultant's representative has been required by the Local Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to
1. employ or retain, or agree to employ or retain, any firm or person, or
  2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Local Agency further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws,

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS  
For PROFESSIONAL SERVICES CONTRACTS

both criminal and civil.

P. The Consultant hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The consultant further acknowledges that this agreement will be furnished to the Local Agency, the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**TRUTH IN NEGOTIATION CERTIFICATION**

375-030-30  
PROCUREMENT  
05/14

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

\_\_\_\_\_  
Name of Consultant

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

\_\_\_\_\_  
Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION  
 FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS**

375-030-50  
 PROCUREMENT  
 OGC - 02/16

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department.

Advertisement No.	Description	Financial Project Number(s)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



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/Contractor: \_\_\_\_\_

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

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Instructions for Certification

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 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  
 02/16

Is this form applicable to your firm?  
 YES  NO   
 If *no*, then please complete section 4  
 below for "Prime"

<b>1. Type of Federal Action:</b> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> a. bid/offer/application b. initial award c. post-award	<b>3. Report Type:</b> a. initial filing b. material change <b>For Material Change Only:</b> Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> : _____ _____ _____ Congressional District, <i>if known</i> : 4c _____	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b> _____ _____ _____ Congressional District, <i>if known</i> : _____	
<b>6. Federal Department/Agency:</b> _____ _____	<b>7. Federal Program Name/Description:</b> _____ _____ CFDA Number, <i>if applicable</i> : _____	
<b>8. Federal Action Number, if known:</b> _____	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i> _____ _____ _____	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> _____ _____ _____	
<b>11.</b> 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): _____	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

## 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.

## 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 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)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**DRUG-FREE WORKPLACE PROGRAM CERTIFICATION**

287.087 Preference to businesses with drug-free workplace programs. --Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (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 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

**Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?**

YES

NO

NAME OF BUSINESS: \_\_\_\_\_

Firms will submit this form in response to the Request for Proposal or alternatively, at the time of Expanded Letter of Response submittal.

Used for Professional Services:

- BDI Set-Asides (Standard note 7 of Professional Services advertisement)
- Advertisements that contain Under-Utilized Work Groups (Standard note 8 of professional services ad)
- Advertisements that contain a DBE/Small Business Aspiration Goal (Standard note 9 of professional services ad)

<b>Contract/Advertisement No.:</b>	
<b>Project Description:</b>	
<b>Prime Consultant:</b>	

Expected percentage of contract fees to be utilized by DBE(s): \_\_\_\_\_ %. (Combine DBE Prime and DBE subconsultants, if applicable).

Expected percentage of contract fees to be utilized by Non-DBE Small Businesses \_\_\_\_\_ %. (Combine Non-DBE Small Business Prime and Non-DBE Small Business subconsultants, if applicable).

The proposed Prime and subconsultants/subvendors are as follows:

Prime (If applicable)	Type of Work	Percentage	DBE	Non-DBE	Small Business
		%	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		%	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		%	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subconsultant/Subvendor (If applicable)	Type of Work	Percentage			
		%	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		%	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		%	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		%	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		%	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		%	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		%	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		%	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		%	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		%	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		%	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Please note, the number one ranked firm is required to enter DBE Participation in the Equal Opportunity Compliance (EOC) System subsequent to contract award and any future contract amendments or task work orders (if applicable).

Firms listed in the table as DBEs should appear in the Department's listing of DBE's at:  
<http://www3b.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch.aspx>

Professional Services firms listed as "Non-DBE" Small Businesses should appear on the Department's listing of all Non-DBE Small Businesses at: <http://www2.dot.state.fl.us/procurement/professionalservices/lppc/sbeonly.htm>. Road and bridge construction firms and other non-professional services firms should appear on the Department's listing at: <http://www2.dot.state.fl.us/sasweb/cgi-bin/broker.exe? service=default& program=inetprog.db2.smbusform.scl>

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**Information Sheet  
for Transactions and Conveyances  
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

**Is this a Florida Corporation:**                    Yes    or    No

**If not a Florida Corporation,**

In what state was it created: \_\_\_\_\_

Name as spelled in that State: \_\_\_\_\_

**What kind of corporation is it:**            "For Profit"    or    "Not for Profit"

**Is it in good standing:**                    Yes    or    No

**Authorized to transact business  
in Florida:**

Yes    or    No

State of Florida Department of State Certificate of Authority Document  
No.: \_\_\_\_\_

**Does it use a registered fictitious name:**    Yes    or    No

**Names of Officers:**

President: \_\_\_\_\_ Secretary: \_\_\_\_\_

Vice President: \_\_\_\_\_ Treasurer: \_\_\_\_\_

Director: \_\_\_\_\_ Director: \_\_\_\_\_

Other: \_\_\_\_\_ Other: \_\_\_\_\_

**Name of Corporation (As used in Florida):**

\_\_\_\_\_  
(Spelled exactly as it is registered with the state or federal government)

**Corporate Address:**

Post Office Box: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

H:\PR\MAST\_DOC\UniformContractVolII\Info.Sht.forTrans.and Convey.doc

**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 9/18/09)

**STANDARD PROFESSIONAL CONSULTING SERVICES  
CONTRACT DOCUMENTS**

**FOR**

**AGREEMENT BETWEEN  
ESCAMBIA COUNTY**

**AND**

---

**FORM G: CONSULTING SERVICES FOR STAND-ALONE  
PROJECTS**

**(Revised June 2016)**

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SAMPLE

## **AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ th day of \_\_\_\_\_, 201\_, 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 \_\_\_\_\_, a for-profit corporation authorized to transact business in the State of Florida, whose address is \_\_\_\_\_, (City), (State) (Zip), and whose Federal tax identification number is XX-XXXXXXX (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:** \_\_\_\_\_ 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 (Name), (Title), (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 \_\_\_\_\_.

**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) XX-XX in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_) 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 XX-XX.XXX, \_\_\_\_\_, and as represented in the Consultant's Letter of Interest response to PD XX-XX.XXX, 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 \$ \_\_\_\_\_.

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 Section 5.3, is to be paid as follows: A lump sum amount of \_\_\_\_\_ (\$\_\_\_\_\_). 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 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 least ten (10) days prior notice of the address change.

(c) Payments and Notices to the Consultant shall be made to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(d) Invoices to the County shall be sent to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Pensacola, Florida \_\_\_\_\_

Notices to the County shall be sent to:

\_\_\_\_\_  
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 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 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 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 Compliance with Laws: The Consultant agrees to comply, at its own expense, with all federal, state, and local laws, codes, statutes, ordinances, rules, regulations and requirements related to the performance of this Agreement, including but not limited to the Local Agency Program Federal-Aid Terms for Professional Services Contracts, attached hereto as Exhibit D.

9.6 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 Agreement, it must secure the prior written approval of the County for employment of such subcontractors.

9.7 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.

9.8 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, a any other indemnification of County by Consultant provided for wit in 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.

9.9 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 Joe Pillitary, Purchasing Manager, P.O. Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

(g) 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.

(h) United States Longshoreman and Harbor workers Act Coverage. The workers compensation policy is to be endorsed to include United States Longshoremen and Harbor workers Act coverage for exposures which may arise from this agreement or contract.

(i) 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.

#### 9.10 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall be addressed.

#### 9.11 ALL PRIOR AGREEMENTS SUPERSEDED:

- (a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.
- (b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.



9.12 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.

9.13 HEADINGS: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

9.14 GRATUITIES: Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable the Consultant, the Consultant agrees to abide with such statutes.

9.15 CONFLICT OF INTEREST: The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

9.16 SURVIVAL: All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

9.17 GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.

9.18 INTERPRETATION: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

- (a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

9.19 SEVERABILITY: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

9.20 COMPLIANCE WITH LAWS: The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

9.21 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirements 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>.

9.22 PARTICIPATION IN OTHER PROCEEDINGS: At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

9.23 FURTHER DOCUMENTS: The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.

9.24 NO WAIVER: The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, 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:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
County Administrator

Date: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

CONSULTANT:  
\_\_\_\_\_, a \_\_\_\_\_  
Corporation authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: \_\_\_\_\_  
(Name), (Title)

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

Date: \_\_\_\_\_

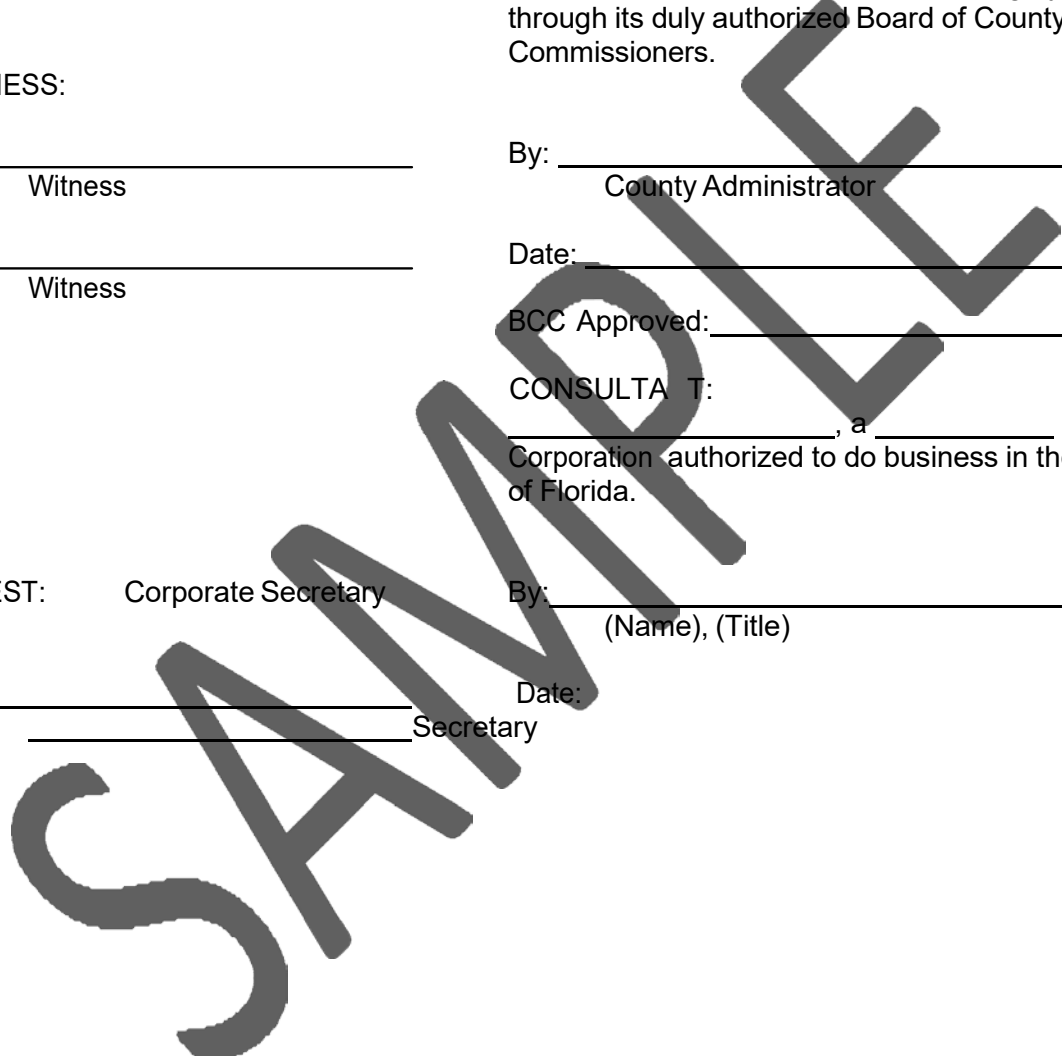


Exhibit A  
Scope of Work

SAMPLE

Exhibit B  
Schedule

**SAMPLE**

Exhibit C Fee  
Schedule

**SAMPLE**



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

AI-12390

County Administrator's Report 11. 1.

BCC Regular Meeting

Discussion

Meeting Date: 07/06/2017

Issue: West Cervantes Street Corridor Management Plan - BCC Resolution

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

Organization: Public Works

CAO Approval:

---

**RECOMMENDATION:**

Recommendation Concerning a Resolution from the Escambia County Board of County Commissioners Supporting the West Cervantes Street Corridor Management Plan - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action supporting the West Cervantes Street Corridor Management Plan and providing local funds to implement plan-recommended short term improvements:

- A. Adopt and authorize the Chairman to sign the Resolution supporting the Florida-Alabama Transportation Planning Organization's (TPO) West Cervantes Street Corridor Management Plan (CMP);
- B. Direct County staff to coordinate with City staff on the implementation of the short-term recommendations set forth in the West Cervantes Street CMP; and
- C. Request that the Florida Department of Transportation (FDOT) implement Option "B" of the West Cervantes Street CMP, West Cervantes Street Lane Elimination, for the long-term roadway design improvements to enhance the community with an attractive streetscape, multi-modal transportation, and safe pedestrian access.

[Funding: Utilizing external funding sources/Grants will be shared between the City of Pensacola and Escambia County for implementation of the short-term improvements. The plan is to utilize the City and County respective Community Redevelopment Agency (CRA) Districts for funding leverage]

**BACKGROUND:**

The West Cervantes Street Corridor Management Plan was adopted by the Florida-Alabama Transportation Planning Organization (FL-AL TPO) in December 2016.

In short, a corridor management plan (CMP) is a document or plan that provides a road map for action along a determined roadway corridor. The plans are generated to address issues as diverse as tourism development, roadway safety, highway signs, and/or the preservation of historic or natural features. The plans typically provide a future vision for the corridor, and details goals or methods that will help make the vision a reality. The public participation aspect of a CMP is arguably the most important as it is the public who should provide the necessary input to help drive the vision of the corridor.

**Below is the executive summary of the West Cervantes Street CMP:**

In 2015, the Florida-Alabama Transportation Planning Organization (TPO) tasked Atkins with completing a corridor management plan for West Cervantes Street/Mobile Highway (SR 10A/US 90) located in Escambia County, Florida. Project limits were from North "A" Street to Dominguez Street. This study looked at numerous corridor characteristics including: traffic data, land use data, crash data, intersection geometrics, bicycle and pedestrian facilities, and transit amenities and facilities. By studying these corridor conditions, the project team was able to design a robust corridor management plan that supports all modes of transportation.

As a result of analysis, on-site reviews and discussions with various corridor stakeholders, recommendations have been developed to help solve some of the corridor's most pressing issues.

The primary recommendation is a wholesale reconfiguration of West Cervantes Street, with the intent being twofold- create a more inviting environment for non-vehicular users of the corridor, and help spur revitalization and redevelopment of businesses along the corridor. These primary recommendations are more long-term in nature but they do contain improvements that could be accomplished incrementally in the short-term while building to the final product. Two options were identified: **Option A: Re-balancing of West Cervantes Street and Option B: West Cervantes Street Lane Elimination.**

**Option A:** Re-balancing West Cervantes Street would include narrower lanes, medians, landscaping, pedestrian facilities and lighting. Option A would maintain four travel lanes.

**Option B:** West Cervantes Street Lane Elimination would eliminate one travel lane in each direction but would include left turn lanes at select intersections. This lane elimination would allow more space to create bicycle and pedestrian facilities and would allow for on-street parking in front of businesses, which was a recurring comment during public outreach.

At the June 14, 2017, FL-AL TPO Board Meeting, the TPO Board held a lengthy discussion on the potential implementation of the West Cervantes Street CMP, and directed staff from both Escambia County and City of Pensacola to meet, prepare a plan to implement both short-term and long-term recommendations, and present the plan to



the TPO at the Board Meeting.scheduled for July 12, 2017.

Since the June TPO discussion, staff from the City of Pensacola and Escambia County have met, and propose that the Board of County Commissioners and City Council adopt Resolutions supporting the CMP, directing staff to coordinate between the agencies to work towards implementation of the short-term recommendations, and request that FDOT begin the process of implementing Option B.

**BUDGETARY IMPACT:**

Funding utilizing external funding sources / grants will be shared between the City of Pensacola and Escambia County for implementation of the short-term improvements. The plan is to utilize the City and County respective Community Redevelopment Agency (CRA) Districts for funding leverage.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The attached Resolution has been reviewed and approved for Legal Sufficiency by Kristin Hual, Assistant County Attorney.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

Upon approval of the Resolution, staff from both Escambia County and City of Pensacola will coordinate efforts on plan implementation.

---

**Attachments**

Resolution

Corridor Management Plan

---

RESOLUTION R2017-\_\_\_\_\_

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA SUPPORTING THE FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION'S WEST CERVANTES STREET CORRIDOR MANAGEMENT PLAN; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Florida-Alabama Transportation Planning Organization (TPO) is the organization designated by the Governors of Florida and Alabama as being responsible, together with the States of Florida and Alabama, for carrying out the continuing, cooperative and comprehensive transportation planning process for the Florida-Alabama TPO Planning Area; and

**WHEREAS**, each fiscal year, the TPO adopts a Unified Planning Work Program (UPWP), that identifies the planning priorities and activities to be carried out within the metropolitan planning area, which includes a Corridor Management Plan (CMP); and

**WHEREAS**, as part of the UPWP, State Road 10A (US 90 / West Cervantes Street) from North A Street to Dominguez Street, portions of which lie within the jurisdictional boundaries of both the City of Pensacola and Escambia County, was selected by the TPO for a CMP, and the CMP was completed in December 2016; and

**WHEREAS**, the West Cervantes Street CMP identifies both short-term and long-term recommendations to improve traffic flow and safety for all modes of travel along the corridor, based upon a study process that included analysis of existing and future safety and travel capacity needs and local stakeholder review and recommendations.

**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.** The Escambia County Board of County Commissioners supports the TPO's West Cervantes Street CMP and hereby directs County Staff to coordinate with City Staff on the implementation of the short-term recommendations set forth in the West Cervantes Street CMP.

**Section 3.** The Board hereby requests that the FDOT implement Option B of the West Cervantes Street CMP, *West Cervantes Street Lane Elimination*, for the long-term roadway design improvements to enhance the community with an attractive streetscape, multi-modal transportation, and safe pedestrian access.

**Section 4.** 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: 

*STATE ROAD 10A (US 90) WEST CERVANTES STREET/MOBILE HIGHWAY CORRIDOR MANAGEMENT PLAN  
FROM NORTH A STREET TO DOMINGUEZ STREET*



Prepared for:  
**Florida-Alabama**  
**TPO**  
Transportation Planning Organization



Prepared by:  
**ATKINS**  
December 2016

**RESOLUTION FL-AL 16-39**  
**A RESOLUTION OF THE FLORIDA-ALABAMA**  
**TRANSPORTATION PLANNING ORGANIZATION**  
**ADOPTING THE STATE ROAD 10A (U.S. 90) WEST**  
**CERVANTES STREET/MOBILE HIGHWAY CORRIDOR**  
**MANAGEMENT PLAN**

---

**WHEREAS**, the Florida-Alabama Transportation Planning Organization (TPO) is the organization designated by the governors of Florida and Alabama as being responsible, together with the States of Florida and Alabama, for carrying out the continuing, cooperative and comprehensive transportation planning process for the Florida-Alabama TPO planning area; and

**WHEREAS**, the Florida-Alabama TPO Unified Planning Work Program (UPWP) includes tasks for development of a Corridor Management Plan (CMP) for each fiscal year; and

**WHEREAS**, the TPO selected State Road (SR) 10A (U.S. 90) West Cervantes Street/Mobile Highway, from North A Street to Dominguez Street for a CMP; and

**WHEREAS**, the TPO Long Range Transportation Plan (LRTP) includes \$1,500,000 per year for implementation of projects identified in CMPs, which are plans for low cost strategies and projects to improve traffic flow and safety for all modes of travel along a corridor; and

**WHEREAS**, SR 10A (U.S. 90) West Cervantes Street/Mobile Highway CMP identifies strategies and projects to improve traffic flow and safety for all modes of travel along the corridor, based on a study process that included an analysis of existing and future safety and travel capacity needs, and local stakeholder review and recommendations;

**NOW, THEREFORE, BE IT RESOLVED BY THE FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION THAT:**

The TPO adopts the SR 10A (U.S. 90) West Cervantes Street/Mobile Highway CMP and endorses implementation of transportation strategies and projects identified in the plan.

Passed and duly adopted by the Florida-Alabama Transportation Planning Organization on this 14<sup>th</sup> day of December 2016.



ATTEST: \_\_\_\_\_

FLORIDA- ALABAMA TRANSPORTATION  
PLANNING ORGANIZATION

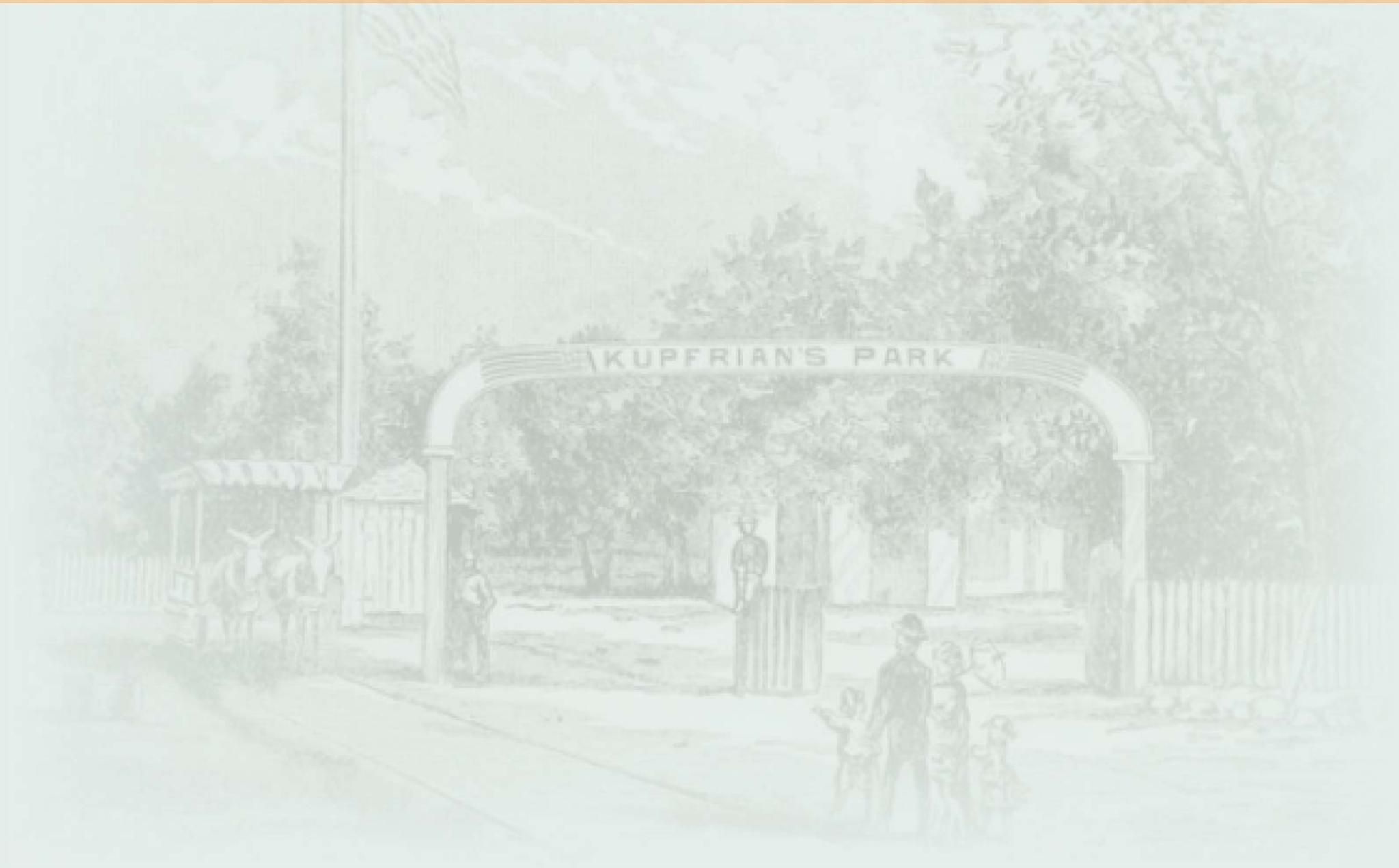
BY:   
Grover C. Robinson, IV, Chairman

<i>AADT</i>	<i>Annual Average Daily Traffic</i>
<i>ADA</i>	<i>Americans with Disabilities Act</i>
<i>BOCC</i>	<i>Board of County Commissioners</i>
<i>CRA</i>	<i>Community Redevelopment Agency</i>
<i>FDOT</i>	<i>Florida Department of Transportation</i>
<i>HAWK</i>	<i>High-Intensity Activated Crosswalk</i>
<i>HCM</i>	<i>Highway Capacity Manual</i>
<i>LOS</i>	<i>Level of Service</i>
<i>ROW</i>	<i>Right of Way</i>
<i>RRFB</i>	<i>Rectangular Rapid Flash Beacon</i>
<i>TPO</i>	<i>Transportation Planning Organization</i>
<i>WFRPC</i>	<i>West Florida Regional Planning Council</i>

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# *Executive Summary*



## Executive Summary

In 2015, the Florida-Alabama Transportation Planning Organization (TPO) tasked Atkins with completing a corridor management plan for West Cervantes Street/Mobile Highway (SR10A/US90) located in Escambia County, Florida. Project limits were from North A Street to Dominguez Street. This study looked at numerous corridor characteristics including: traffic data, land use data, crash data, intersection geometries, bicycle and pedestrian facilities, transit amenities and facilities among others. By studying these various corridor conditions, the project team was able to design a robust corridor management plan that supports all modes of transportation.

As a result of analysis, on-site reviews and discussions with various corridor stakeholders, recommendations have been developed in order to help solve some of the corridors most pressing issues.

The primary recommendation is a wholesale reconfiguration of West Cervantes Street with the intent being twofold- create a more inviting environment for non-vehicular users of the corridor and to help spur revitalization and redevelopment of businesses along the corridor. These primary recommendations are more long-term in nature but they do contain improvements that could be accomplished incrementally in the short-term while building to the final product. Two different options were identified.

***Option A: Rebalancing of West Cervantes Street. This option would include narrower lanes, medians, landscaping, pedestrian facilities and lighting. Option A would maintain four travel lanes.***





*Option 2: West Cervantes Street Lane Elimination. This option would eliminate one travel lane in each direction but would include left turn lanes at select intersections. This lane elimination would allow more space to create bicycle and pedestrian facilities and would allow for on-street parking in front of businesses which was a recurring comment during public outreach.*



## Short-term Recommendations

- Installation of street level and pedestrian level lighting throughout the length of the corridor
- Installation of mid-block crossings at five locations along the corridor
- Increase North-South sidewalk connectivity in the vicinity of I, H, and G Streets
- Increase East-West sidewalk connectivity in the NW quadrant of the study area in the vicinity of West Gonzales, West Brainerd, and West Lloyd Streets
- Enhance Landscaping throughout the corridor. Consider employing a street tree program.
- Add transit amenities such as shelters at high-ridership locations
- Strengthen the identity and character of the E Street intersection to create an emphasis for the West Moreno District paying particular attention to the existing open space on the NE corner of the intersection.

In addition to the primary and short-term recommendations, there are other recommendations that are planning and design oriented that could be accomplished through policy decisions and ongoing activities. These recommendations are related to the context of the area and potential opportunities and are discussed in more detail in the Urban Design Analysis and Framework Plan Section. They include:

- Embrace the numerous parks, cemeteries, and open space
- Implement gateway features that serve as a statement at the limits of the corridor's various districts
- Seek to identify mechanisms to activate parcels for reuse to help spur redevelopment and revitalization

It is the intent of this corridor management plan to serve as a beneficial tool to all corridor stakeholders including the City of Pensacola, Escambia County, the Florida Department of Transportation (FDOT), as well as residents and business owners living along and within the vicinity of the West Cervantes Street corridor. These improvements will be accomplished through coordination of local policies and initiatives with state and federal funding contributions combined with private investment.



# *Introduction*



## Introduction

### *Project Purpose and Focus*

The West Cervantes Street corridor is a vital artery for the Westside neighborhoods. Corridor improvements can greatly enhance the character and development potential of the corridor if it is made inviting to the public and businesses. The purpose of this corridor management plan is to identify projects that will improve the safe movement of all modes of travel including vehicular traffic, bicyclists and pedestrians, as well as public transportation along the corridor. While some of the recommended improvements are operational in nature, others focus on land use and urban planning principles and policies. Key goals of the study include:

- Focus on Multimodal Improvements
- Enhance Walkability
- Improve the Key Corridor Gateways (A Street, E Street, and Pace Boulevard)
- Improve North-South Connectivity
- Improve Workforce Through Corridor Commercial Revitalization

At the outset of the study, the project team held a kick-off meeting inviting Transportation Planning Organization (TPO) staff, Escambia County Staff, City of Pensacola staff, Community Redevelopment Agency (CRA) staff from both the City of Pensacola and Escambia County, Board of County Commissioner (BOCC) representatives, as well as FDOT. The purpose of the meeting was to identify potential areas of concern, discuss the previous history of the corridor, and to identify overarching goals for the project and what the project needed to address. From this initial brainstorming session, numerous ideas and issues were identified and discussed including:

- Pedestrian safety
- Beautification of the corridor
- Need for lighting
- Need for a diversity of land uses and businesses
- Perception of safety
- Need for enhanced transit facilities and amenities
- Streetscape enhancements to attract businesses
- Proliferation of vacant lots- provide for numerous redevelopment opportunities
- Need for street trees
- Need for parallel parking

These initial ideas and issues helped to guide the project team through the duration of the project and serve as the basis for the recommendations contained in the plan.

***“The Cervantes corridor is a critical component in Westside redevelopment...”***

Study Area and Corridor Description

The West Cervantes Street corridor is an east-west roadway located in Escambia County, Florida. The majority of the corridor is within the City of Pensacola city limits while a smaller portion (west of the vicinity of W Street) is in Escambia County. West Cervantes Street is functionally classified as an principal arterial and is approximately 2.3 miles long. The corridor study area is shown in Figure 1.



Figure 1  
Study Area

**Previous and On-going Studies**

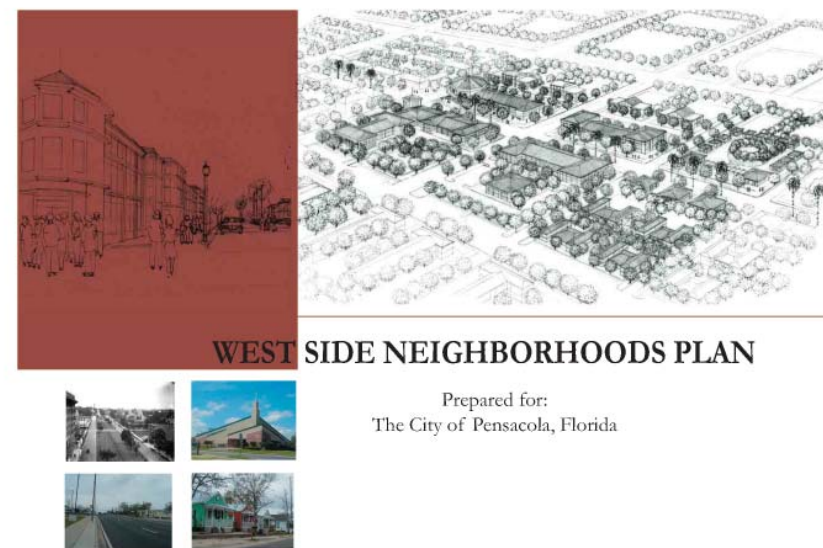
Planning studies focusing on downtown Pensacola and its surrounding areas include a wide variety of intensive studies of downtown urban form, economic development, urban design and design criteria, and planning and engineering design documents. The creation of Community Redevelopment Area (CRA) plans has provided the mechanisms for redevelopment programs as well as funding for them. Recent plans initiated and developed for the West Cervantes Street corridor are listed here.

**Brownsville Redevelopment Plan, 2004**

The Brownsville Redevelopment Plan was an update to the plan completed in 1997 to determine specific redevelop needs to be addressed within the short term. Some of the key highlights of the plan include the recognition of Allie Yniestra Elementary School as an important institutional anchor in the area, the need for outreach to the growing Asian community and the increase in Asian-owned businesses along the Mobile Highway commercial corridor, the need for public parking along commercial corridors, and the need for community facilities and programs to serve youth as well as the significant elderly population in order to attract young families to purchase homes in the area and to help prevent youth from becoming involved in criminal activities.

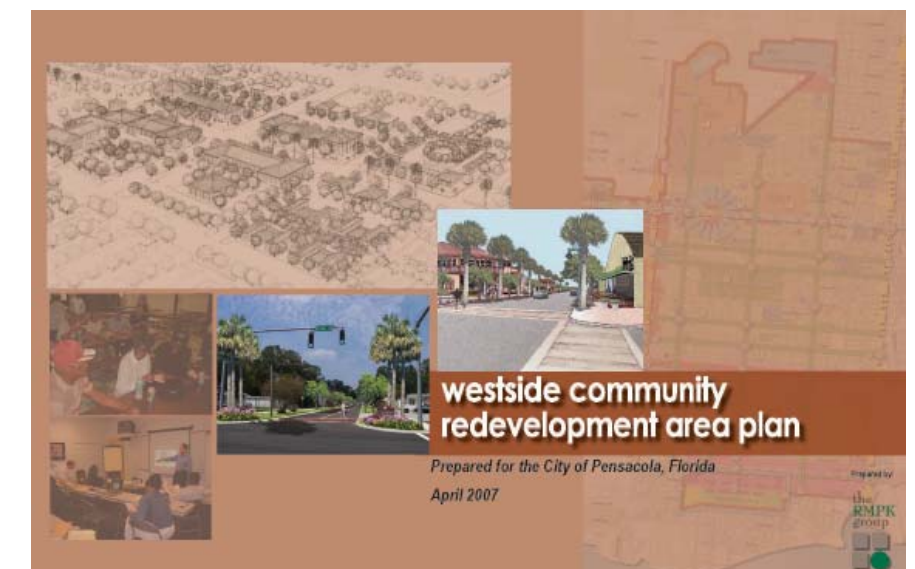
**Westside Neighborhoods Plan, 2005**

The West Side Neighborhoods Plan was to assess current physical and economic conditions, identify assets, issues and concerns, provide recommendations to achieve long term economic goals and to devise implementation strategies and capital projects related to the development proposal. The study area for this plan was between Pace Boulevard and A Street.



**Westside Community Redevelopment Area Plan, 2007**

This plan represents the synthesis of a series of planning efforts conducted by the City of Pensacola, to facilitate positive transformation, preservation, and revitalization of the neighborhoods in the south-western section of the City.



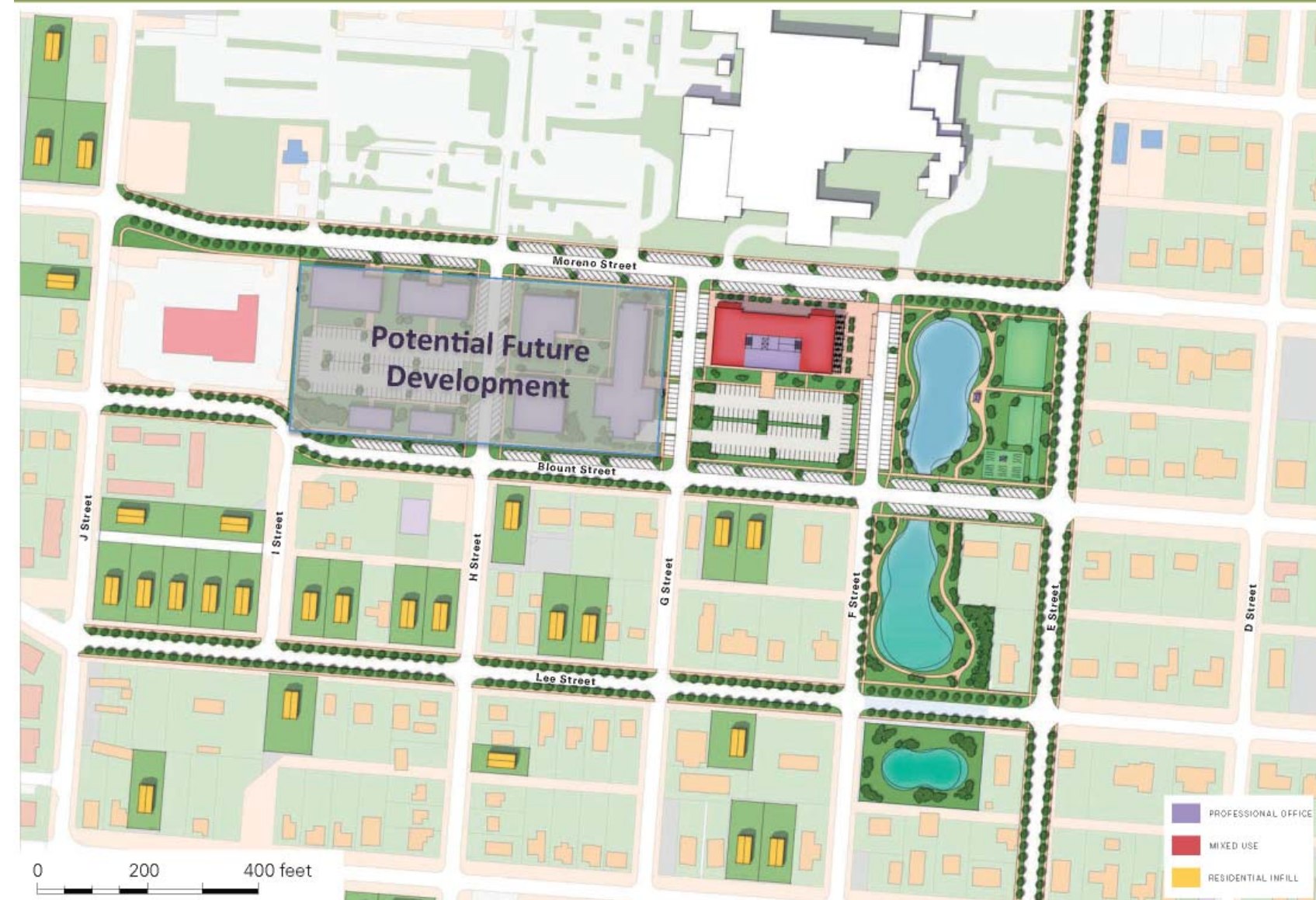
### Urban Infill and Redevelopment Area Plan

The Urban Infill and Redevelopment Area (UIRA) Plan, in fact, refines and provides specific implementation strategies and mechanisms for many of the neighborhood based goals developed by the Front Porch Neighborhood Action Plan. Four neighborhood preservation and revitalization issues from the Front Porch Neighborhood Action Plan were identified as priorities for implementation in the area. They include encouragement of homeownership, renovation of existing structures, crime and drug elimination, lot maintenance and beautification.

### West Moreno District Plan (Ongoing)

“The vision of the West Moreno Plan is that the West Moreno district will be the next great Pensacola district, characterized by a world-renowned hospital anchor, diverse living options, a broad mix of retail services and amenities, and an active and accessible public realm that invites pedestrian activity. It will be a catalyst for the resurgence of Pensacola’s Westside, and emblematic of the culture of historically African-American neighborhoods. Its guiding principles are to create a safe, walkable neighborhood, a great place to work, present everyday conveniences, offer a diversity of living options, and for the West Moreno District to be a distinct and vibrant neighborhood.” (Source: *West Moreno District Design and Implementation Strategy*)

### Illustrative Master Plan



## *Public Involvement*






# Public Involvement

Public involvement and input was a crucial component of the West Cervantes Corridor Management Plan. Elected officials, stakeholders, and citizens and business owners within the study area were engaged during the study process to produce consensual recommendations and build a unified report that the community could stand behind. The project team made every effort to solicit feedback and comment throughout the study process. The key events in the public involvement process were the two public workshops held. These workshops served as a mechanism for understanding the public's concerns and vision for the corridor.

Flyers were mailed to current residents as well as property owners within 300' of the corridor. Additionally, advertisements were placed in the Pensacola News Journal and various social media platforms.






**West Cervantes Street**  
Corridor Management Plan

## Public Workshop

**Date:** Thursday, April 28th, 2016  
**Place:** Brownsville Assembly of God  
 3100 W. De Soto St. Pensacola, FL 32505  
**Time:** 5:30-6:30p.m. (formal presentation at 5:45p.m.)



The Florida-Alabama Transportation Planning Organization invites you to participate in a public workshop to view and provide input on proposed conceptual improvements along West Cervantes Street. The study begins at A Street and runs west to Dominquez Street. The purpose of the study is to identify improvements needed to support all modes of transportation. At this workshop, proposed improvements and concepts will be shown.



Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability, or family status. Persons requiring special accommodations under the Americans with Disabilities Act (ADA) or those requiring language translation services, free of charge, should contact Philip Shad at (850) 478-9844 at least three days before the event.

La participación ciudadana es solicitado sin discriminación de raza, color, origen nacional, sexo, edad, religión, discapacidad, o situación familiar. El TPO implementará las instalaciones necesarias para el acceso a esta reunión de conformidad con la Ley de Estadounidenses con Discapacidad y de idiomas distintos del inglés (gratuito). Por favor notifique a la Sr. Dan Deanda de acceso o requisitos lingüísticos en (850) 332-7976, Extension 227, para de Florida por lo menos 3 días hábiles de antelación.

For more information contact:  
**Brian Youpatoff**  
 W. Florida Regional Planning Council  
 850-332-7976 Ext. 224  
 brian.youpatoff@wfrpc.org

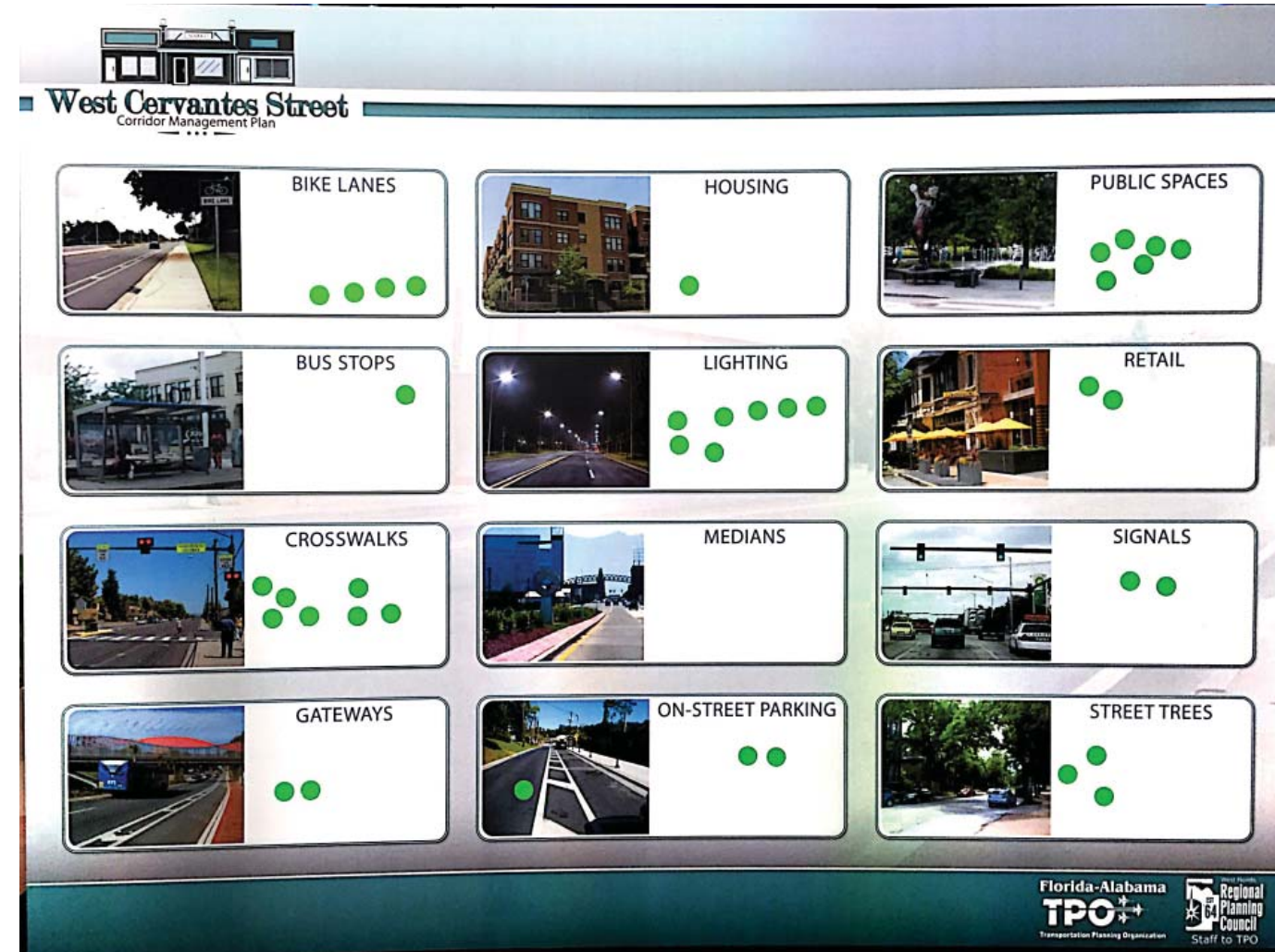
**Philip Shad, AICP**  
 Atkins  
 850-478-9844  
 phil.shad@atkinsglobal.com

This study is financed in part by the U.S. Department of Transportation, Federal Highway Administration, and the Florida Department of Transportation.

**Public Workshop 1 – December 2015**

The initial opportunity for public involvement occurred on December 8, 2015, during the first public workshop held at the Brownsville Assembly of God. The purpose of this workshop was to inform the public of the details of the project and to receive initial thoughts and concerns by interested stakeholders. A presentation was given detailing the background of the project as well as data that had been collected to-date. Two activity boards were set up for attendees to participate in to identify general ideas about what the current issues are and what they would like to see happen on the corridor. One board allowed for participants to place stickers on improvement categories that were important to them. The other board was a Strengths, Weaknesses, Opportunities, Threats (SWOT) board which participants could write directly on. The SWOT analysis is summarized below.



**Summary of S.W.O.T. Analysis from Public Workshop 1**

**Strengths**

- Potential for urban revitalization
- Community awareness
- Vacant retail spaces
- Key corridor
- High population density

**Weaknesses**

- Lack of lighting
- Vacant retail spaces
- Pedestrian dangers

**Opportunities**

- More retail stores
- Area beautification
- Gateways
- Wider sidewalks
- Parking lanes
- Commercial revitalization

**Threats**

- Sporadic non-desirable land uses
- Vehicle speeds
- Lack of lighting

**Public Workshop 2 – April 2016**

The second opportunity for public involvement occurred on April 28, 2016, also at the Brownsville Assembly of God. This workshop presented results from feedback received at the initial public workshop and presented design concepts and recommendations for the corridor. The design concepts presented were developed using feedback received throughout the project duration.

***“Great need for on-street parking”***



***“Narrow Cervantes, widen the sidewalks, and make it a complete street”***

**Table 1. Public Involvement Timeline**

Date	Event	Locations
8/28/2015	Meeting with Commissioner May	Escambia County Board of County Commissioners
9/1/2015	Kick-Off Meeting	West Florida Regional Planning Council (WFRPC)
12/8/2015	Public Workshop 1	Brownsville Assembly of God
4/28/2015	Public Workshop 2	Brownsville Assembly of God



## *Corridor Conditions and Characteristics*





**Land use Mix**

Land uses along the West Cervantes corridor represent a mix of residential, commercial, institutional, and open space land uses. Towards the extreme western portion of the corridor, limited industrial land uses are present.

**Residential**

Residential land uses make up the majority of uses adjacent to the corridor. The residential neighborhoods exhibit a strong street grid network with a large inventory of historic homes. New, single family homes have also been constructed within the surrounding neighborhoods as well as some new, multifamily units.



**Commercial**

Commercial land uses along the corridor include gas stations, retail shops, restaurants, auto repair facilities and motels. There is a mix of newer as well as older, mid 20th century and prior buildings. While most newer commercial establishments have off-street parking, many of the older businesses utilized on-street parking which has been removed when West Cervantes Street was widened.



### Institutional

There are numerous institutional land uses within the study area including numerous religious institutions as well as school, non-profits, and health facilities.



### Parks and Open Space

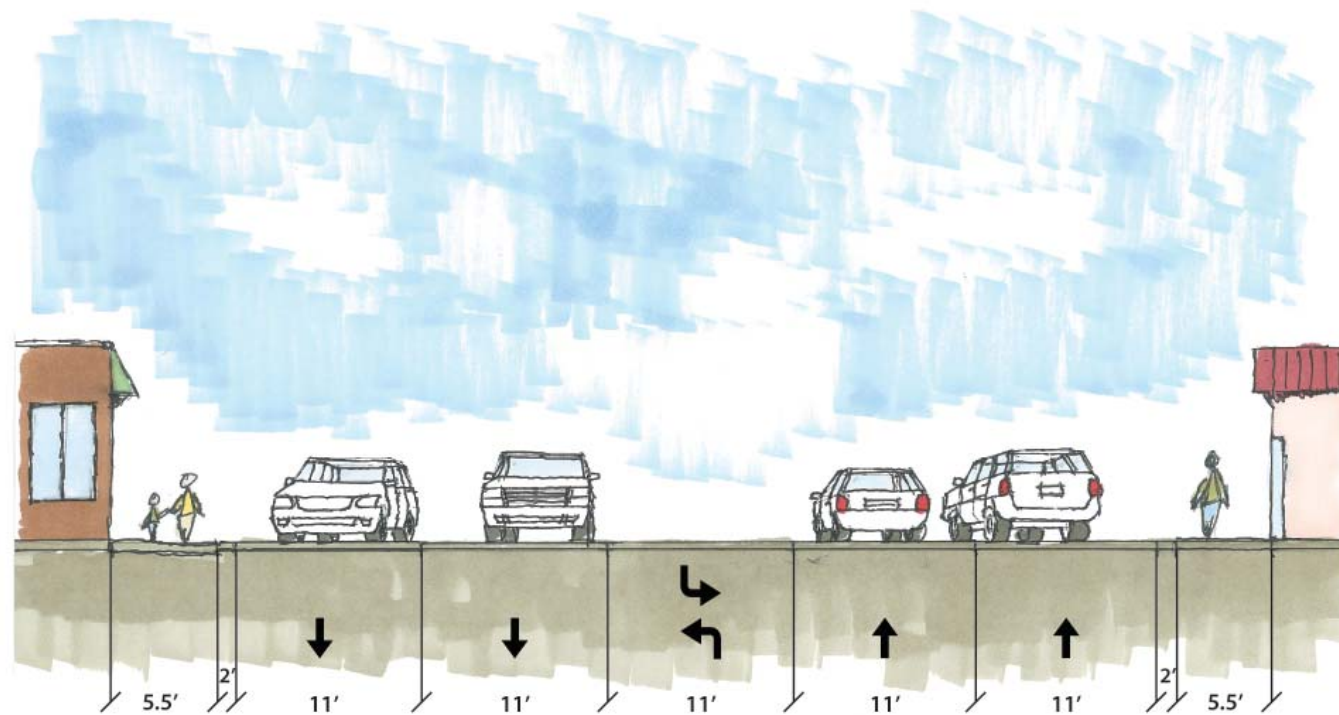
A number of parks are within close proximity to the corridor including Allen Park, Raymond Littles Athletic Park, Legion Field, Morris Count Park, Terry Wayne East Park, Fricker Resource Center and Victory Park. There are also a number of cemeteries including St. Johns Cemetery, Temple Beth-El Cemetery, and St. Joseph's Catholic Cemetery. Baptist Hospital is also a major presence in the area.



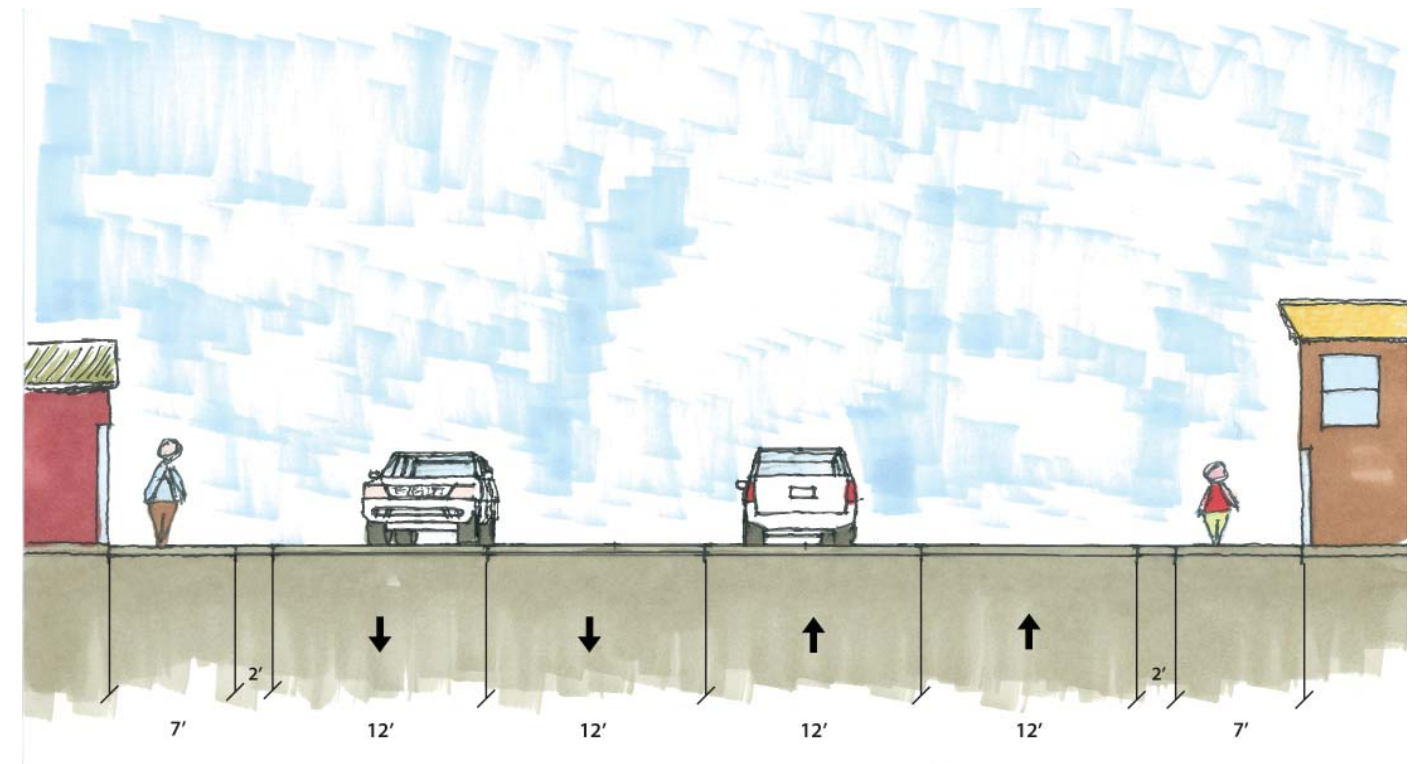


**Existing Right of Way and Typical Roadway Sections**

West Cervantes Street currently consists of a four lane roadway with a continuous two way left turn lane on the study segment east of Pace Boulevard and an undivided four lane section west of Pace Boulevard. Typical right of way widths along the study segment are 70' east of Pace Boulevard and 66' west of Pace Boulevard.



*Existing Typical Section - East of Pace Boulevard*



*Existing Typical Section - West of Pace Boulevard*

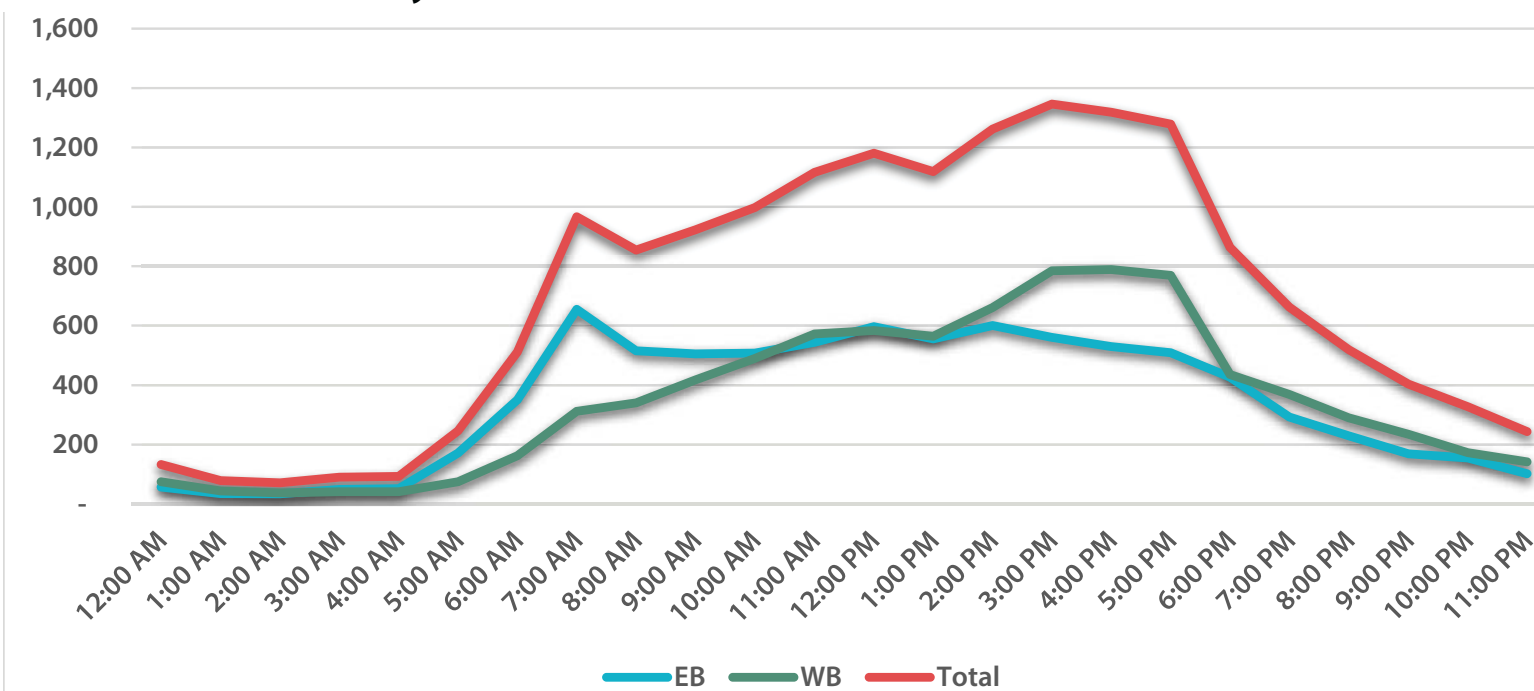
# Traffic and Crash Analysis



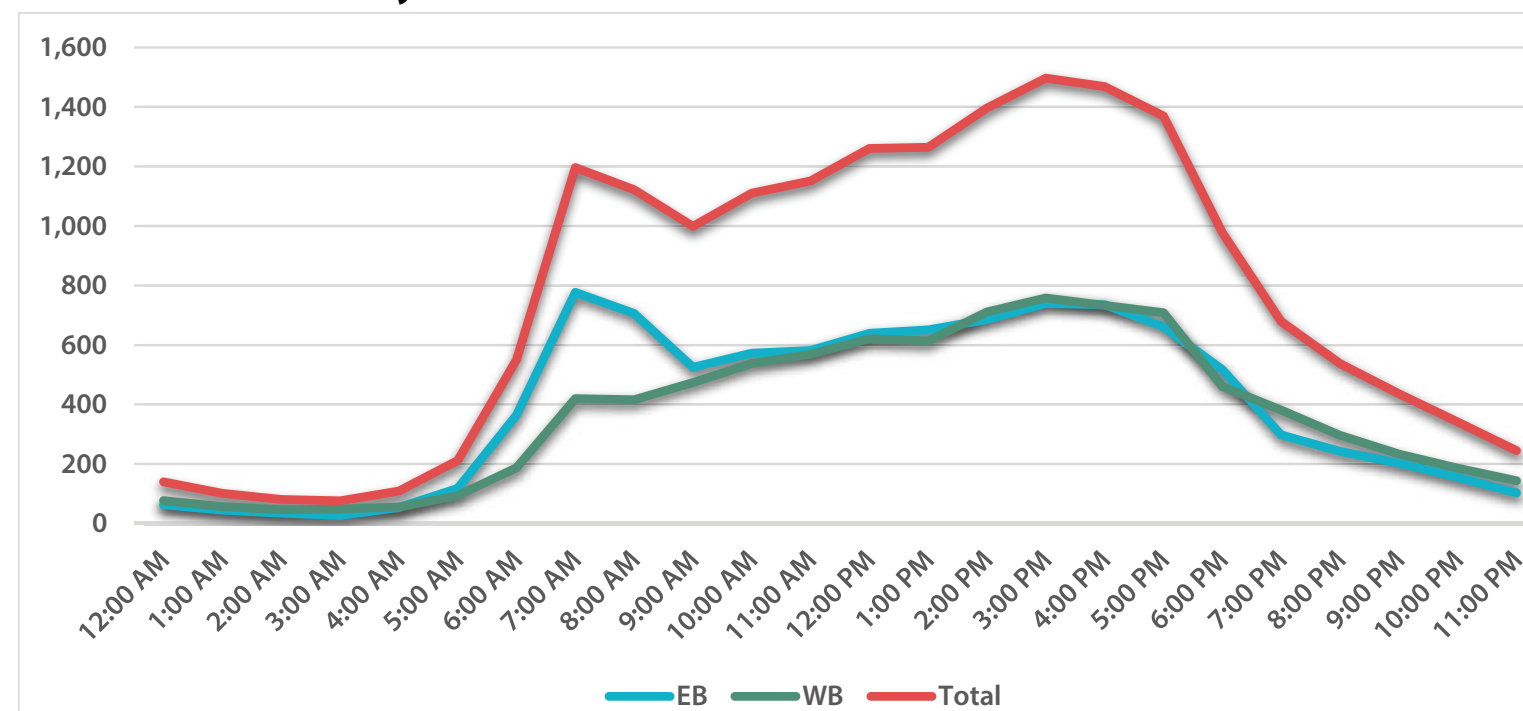


Hourly traffic volumes for the two FDOT count stations are shown in the graphs below.

Hourly Traffic Volumes - West of Pace Boulevard



Hourly Traffic Volumes - East of Pace Boulevard

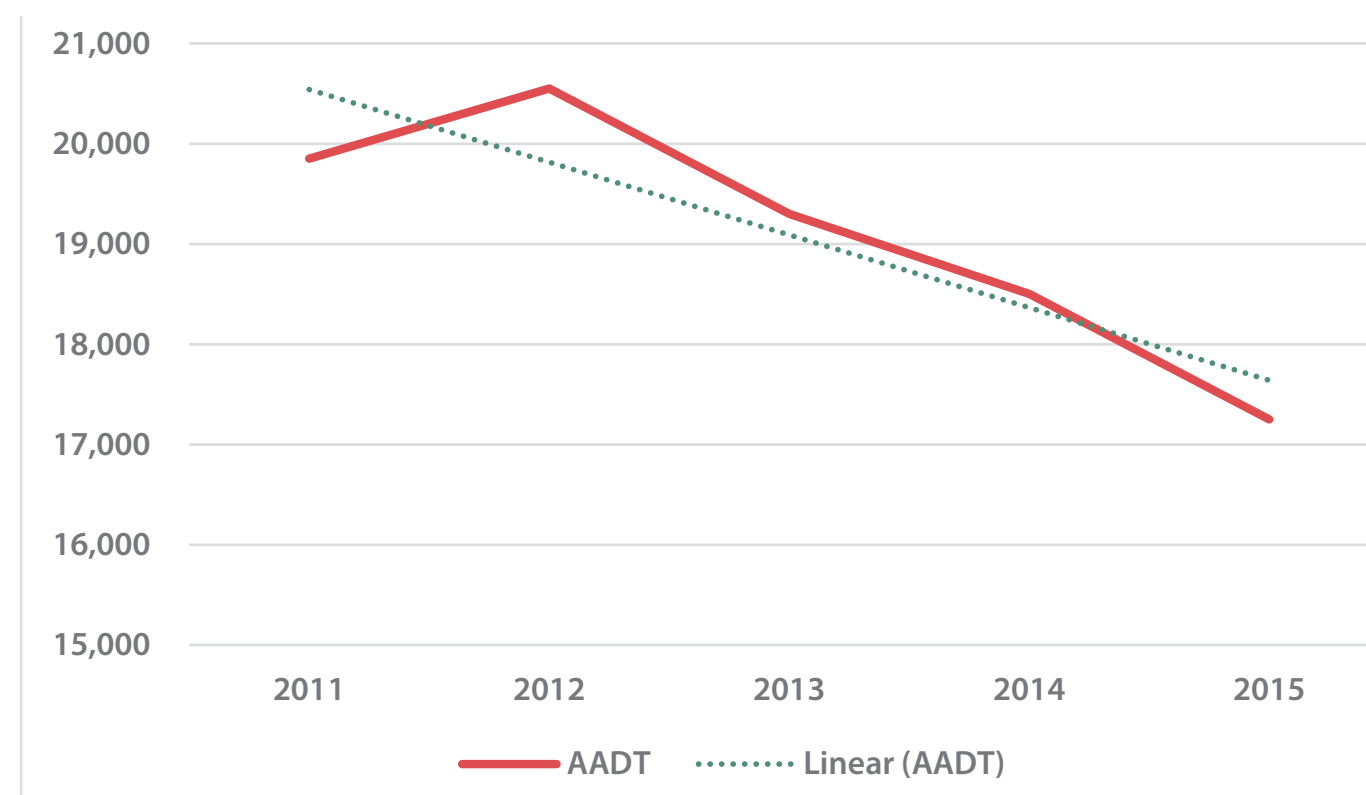


Historical Traffic Volumes

Historic traffic count data from the FDOT count stations were examined using AADT counts as reported by FDOT. The traffic data signified an overall downward trend in traffic volumes by an average of 16% percent from 2011-2015. Historic traffic counts are summarized in Table 2.

**Table 2. FDOT Historic Traffic Count Data by Year**

Station Number	2011	2012	2013	2014	2015	% Change
West of Pace Boulevard (485043)	19,500	19,600	18,800	18,100	16,400	-19%
East of Pace Boulevard (485013)	20,200	21,500	19,800	18,900	18,100	-12%
Average	19,850	20,550	19,300	18,500	17,250	-16%



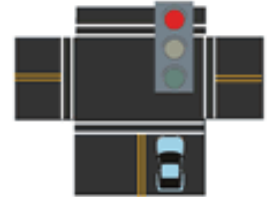
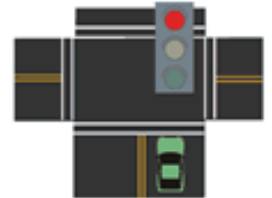
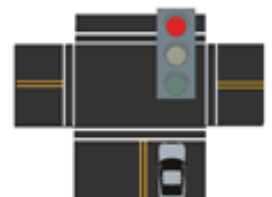
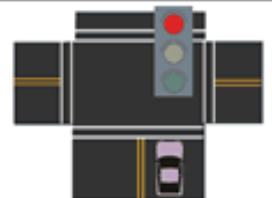
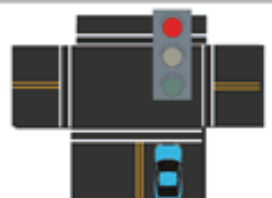
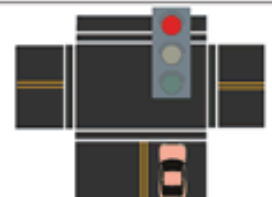
**Traffic Analysis**

The traffic operating conditions along West Cervantes Street were evaluated to determine the existing level of service (LOS) using data from 2015. LOS is a measurement of roadway congestion determined by the number of vehicles on a roadway in relation to the capacity of the roadway. LOS standards assign a grade of LOS A (least congestion) to LOS F (most congestion) to a roadway facility. The image to the right provides further description of the LOS grades for intersections. The traffic analysis software Synchro 8 was used for the existing and future traffic analysis to determine the LOS for West Cervantes Street. The existing and future Synchro analysis can be found in Appendix A.

**Existing Conditions Capacity Analysis**

An existing conditions intersection capacity analysis was performed for the study area along the four lane road sections. Currently, Green Street and T Street are operating at a LOS A (free-flowing), and Shoemaker Street at LOS B (reasonably free-flowing). W Street, E Street, and A Streets were all operating at LOS C (constrained constant flow below speed limits), and Pace Boulevard was operating at a LOS D (unstable flow). Table 3 summarizes the intersection LOS analysis.

A segment LOS analysis was also performed evaluating the eastbound and westbound LOS. The SimTraffic LOS results are summarized in Table 4. The average travel time to traverse the study area going eastbound was 5.3 minutes, and was 5.0 minutes in the westbound direction. The average segment LOS for eastbound and westbound was LOS B.

<b>LEVELS OF SERVICE</b> for Intersections with Traffic Signals	
Level of Service	Delay per Vehicle (seconds)
<b>A</b>	 $\leq 10$
<b>B</b>	 11-20
<b>C</b>	 21-35
<b>D</b>	 36-55
<b>E</b>	 56-80
<b>F</b>	 >80

- Factors Affecting LOS of Signalized Intersections**
- Traffic Signal Conditions:**
- Signal Coordination
  - Cycle Length
  - Protected left turn
  - Timing
  - Pre-timed or traffic activated signal
  - Etc.
- Geometric Conditions:**
- Left- and right-turn lanes
  - Number of lanes
  - Etc.
- Traffic Conditions:**
- Percent of truck traffic
  - Number of pedestrians
  - Etc.

Source: 2000 HCM, Exhibit 16-2, Level of Service Criteria for Signalized Intersections

**Table 3. Segment Analysis Summary - Existing Conditions**

Intersection	Delay	LOS
Green Street	5.7	A
Shoemaker Street	10.4	B
W Street	29.4	C
T Street	7.0	A
Pace Boulevard	36.4	D
E Street	20.1	C
A Street	27.6	C

**Table 4. Intersection Analysis Summary - Existing Conditions**

Eastbound		Westbound	
To Intersection	LOS	To Intersection	LOS
Shoemaker Street	B	E Street	C
W Street	C	Pace Boulevard	B
T Street	B	T Street	B
Pace Boulevard	C	W Street	D
E Street	A	Shoemaker Street	B
A Street	D	Green Street	B
Travel Time (Minutes)	5.3	Travel Time (Minutes)	5.0
Average Segment*	B	Average Segment*	B

\*Average segment arterial LOS not recognized by HCM

Future Conditions Capacity Analysis

As indicated in the historical traffic volumes section, traffic volumes have *decreased* on average approximately 16% from 2011 to 2015. For the purposes of this planning-level analysis, a 1% annual growth rate was applied to existing traffic volumes to project them to the planning horizon year 2025. Tables 5 and 6 summarize the results of the future conditions capacity analysis.

Traffic Analysis Summary

All intersections that were analyzed as part of this study currently function at LOS D or better in both the analysis year (2015) and the forecast year (2025). The SimTraffic segment analysis reveals that the roadway functions at LOS B in both the analysis year and the forecast year in the westbound direction. In the eastbound direction the roadway functions at LOS B in the analysis year and LOS C in the forecast year. As such, no traffic capacity improvements are recommended at this time.



**Table 5. 2025 Intersection Analysis Summary, 1% Annual Growth (Synchro Intersection LOS, HCM 2010 Method)**

Intersection	Delay	2015 LOS	2025 LOS
Green Street	6.0	A	A
Shoemaker Street	18.6	B	B
W Street	32.6	C	C
T Street	7.0	A	A
Pace Boulevard	39.7	D	D
E Street	26.6	C	C
A Street	32.00	C	C

**Table 6. 2025 Segment Analysis Summary**

Eastbound			Westbound		
To Intersection	2015 LOS	2025 LOS	To Intersection	2015 LOS	2025 LOS
Shoemaker Street	B	B	E Street	C	C
W Street	C	C	Pace Boulevard	B	B
T Street	B	B	T Street	B	B
Pace Boulevard	C	D	W Street	D	D
E Street	A	B	Shoemaker Street	B	B
A Street	D	C	Green Street	B	B
Travel Time (Minutes)	5.3	5.4	Travel Time (Minutes)	5.0	5.2
Average Segment*	B	C	Average Segment*	B	B

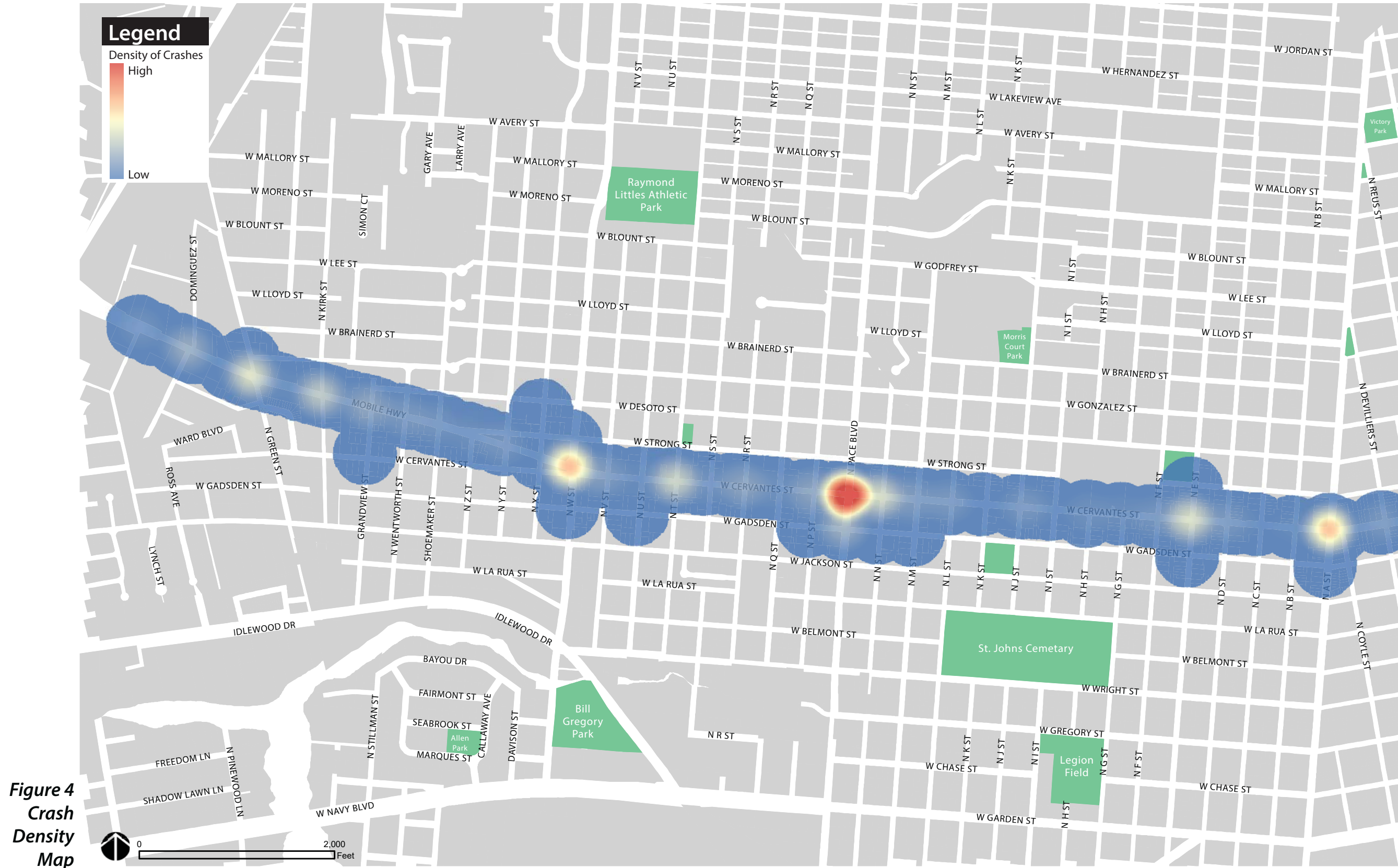
\*Average segment arterial LOS not recognized by HCM



Crash Analysis

Existing Crash Data

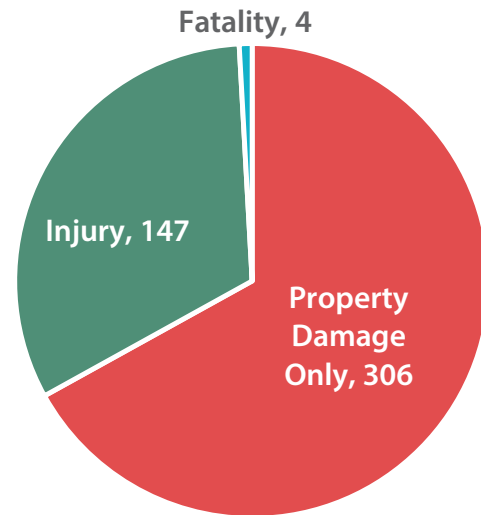
Existing crash data was analyzed to identify high crash locations and existing safety concerns. Crash data was obtained from FDOT via Signal 4 Analytics for the time period 2010-2015. The data is summarized in the following tables and figures. Figure 4 is a heat map of all crashes illustrating areas of high crash locations.



Crashes by Severity

A review of the crash data indicates a total of 457 crashes occurred along West Cervantes Street for the time period 2010-2015. Of those crashes, 4 (1%) were fatalities, 147 (32%) resulted in injury, and 306 (67%) caused property damage only. The four fatalities occurred at Cervantes and N Street, Cervantes and E Street, Cervantes and F Street, and Mobile Highway and Krasnosky Avenue.

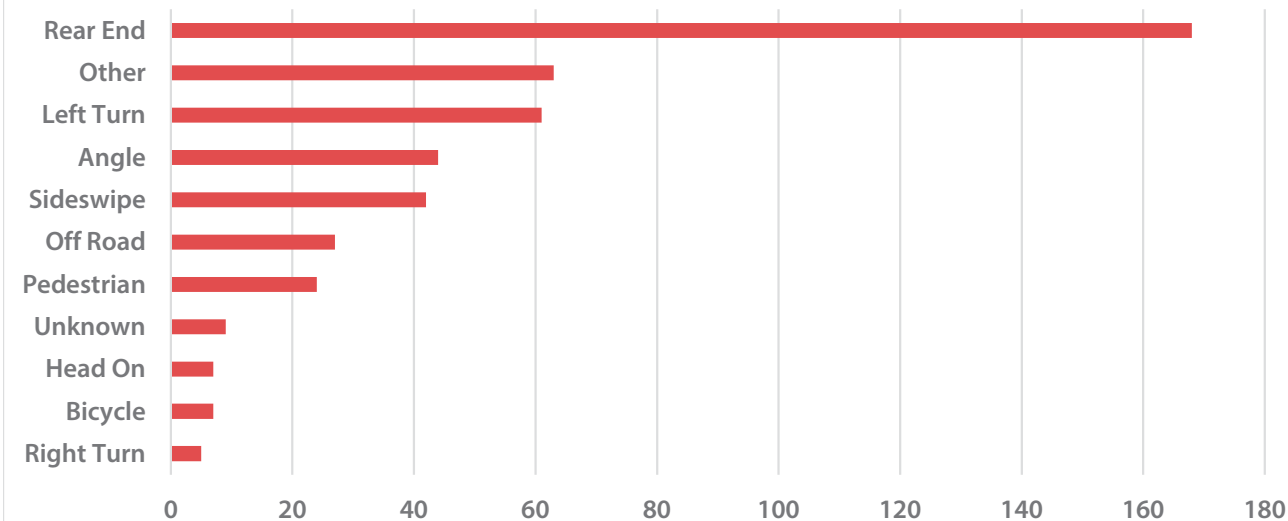
Number of Crashes by Severity



Crash Type

The most common type of crash was a rear end, with 168 total crashes (37%). Twenty four crashes were pedestrian crashes (5%), and 7 crashes involved a bicycle (2%).

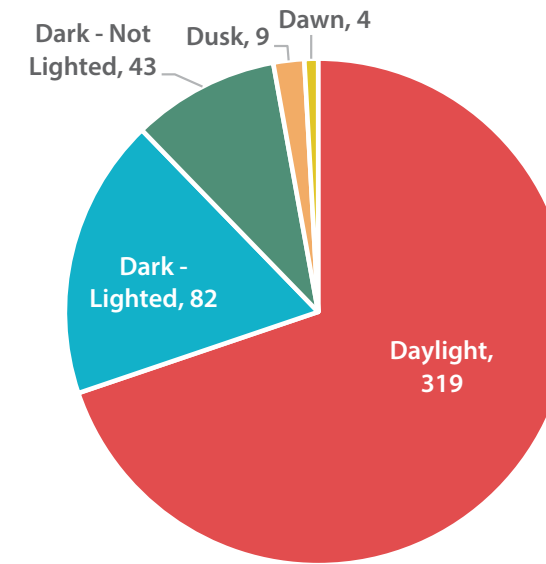
Type of Crash



Light Conditions

Light conditions at the time of the crash were included in the crash data. Three hundred and nineteen (70%) of the crashes occurred during daylight, and 82 (18%) of the crashes occurred while it was dark, lighted (i.e. nighttime crashes where streetlights are present). The fewest crashes occurred at dawn or dusk (12 crashes, 3%), and 9% of the crashes occurred while it was dark, not lighted.

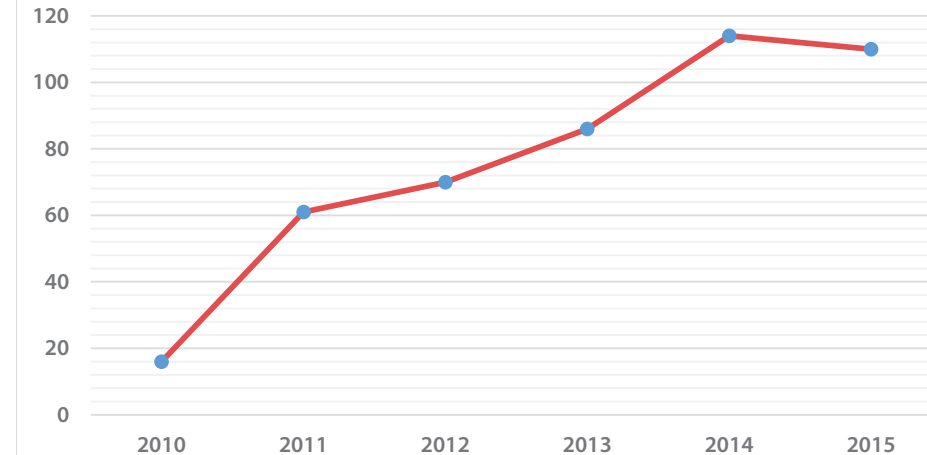
Crash Light Conditions



Crashes by Year

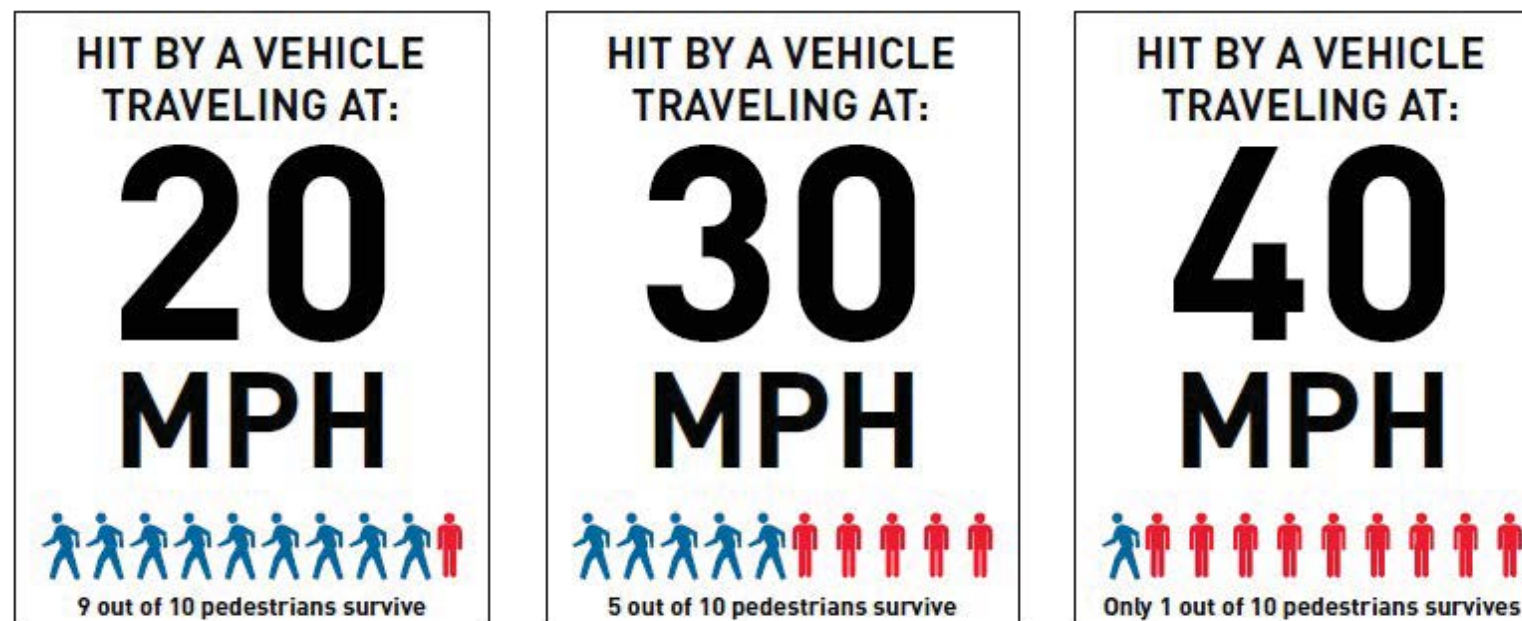
The number of crashes steadily increased from 2010 to 2014 by approximately 80%. The year with the highest number of crashes was 2014 with 114 total reported crashes. 2015 experienced slightly fewer crashes with 110 total for the year.

Crashes by Year



Fatal Crashes

Of the more than 450 crashes that occurred along the corridor between 2010 and 2015, a total of 4 fatalities occurred. All of these fatalities occurred at night and involved a pedestrian. No crashes involving motorized vehicles resulted in a fatality. This could be due to the fact that there are relatively low speeds along the corridor so high-speed traumatic crashes would be rare. Unfortunately, the likelihood of a pedestrian surviving a crash significantly decreases as vehicular speeds approach 40mph. This is compounded by the fact that street lighting along the corridor is sparse and inconsistent. In 2014 FDOT initiated a safety study from Pace Boulevard to Palafox Street. One of recommendations of the study proposed 3 midblock crossings between M Street and F Street. This midblock crossing would utilize pedestrian activated devices such as conventional traffic signals, high intensity activated crosswalk (HAWK), or rectangular rapid flashing beacons (RRFB). It is the recommendation of this study that 2 additional midblock crossings be installed for a total of 5 midblock crossings. One in the vicinity of C Street and the other in the vicinity of Kirk Street (See Figure 5). Additionally, new street and pedestrian level lighting is recommended to be installed along the extent of the corridor.

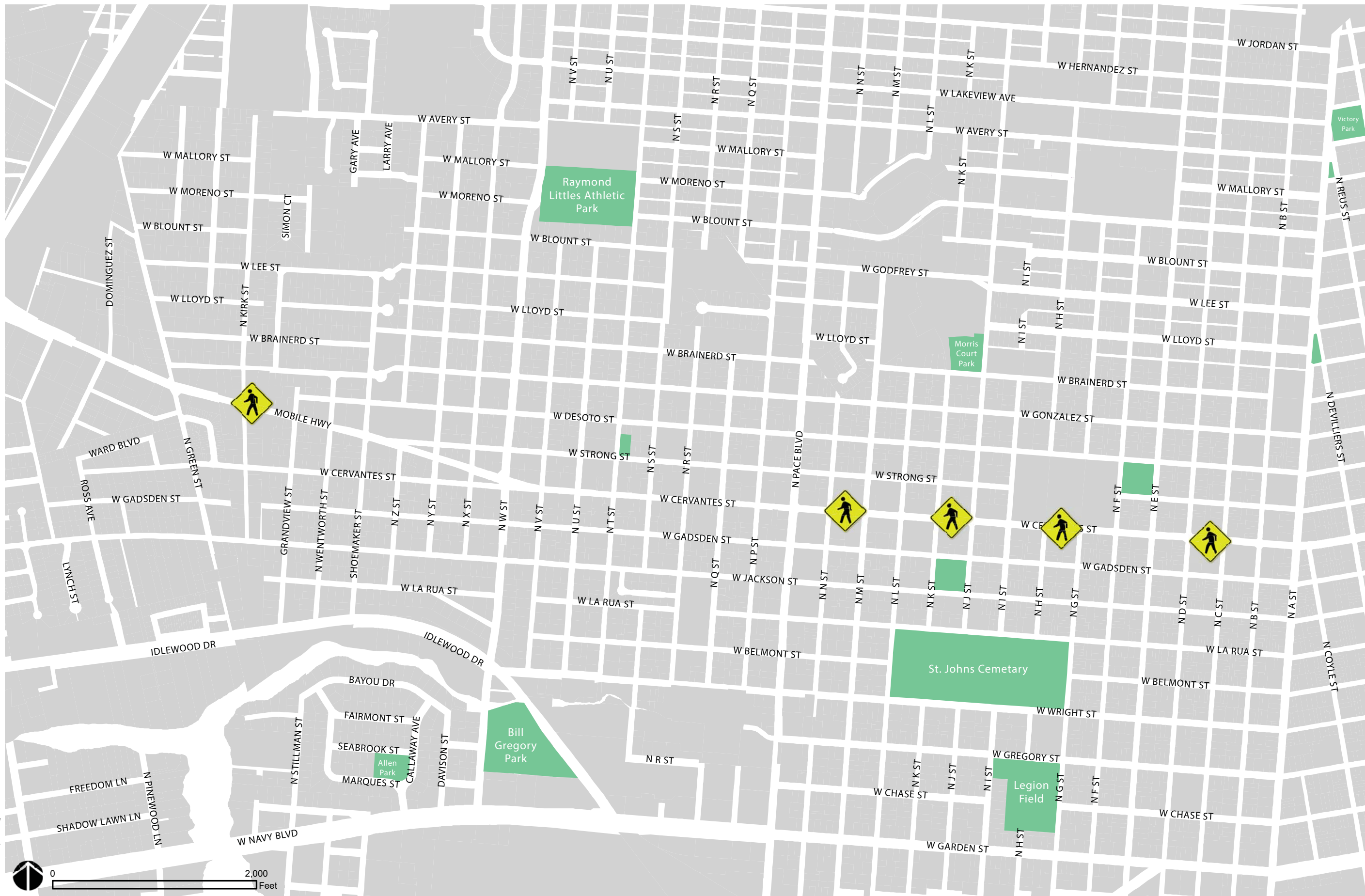


*Speed is especially lethal for vulnerable users like pedestrians and people biking. The risk of injury and death increases as speed increases.*

Source: Vision Zero Seattle

**Action Items**

- *Install up to 5 midblock crossings along the corridor*
- *Install street and pedestrian level lighting along the full extent of the corridor*
- *Evaluate the implementation of the road diet (Option B) in the Proposed Corridor Concept Improvements Section. This option would help to reduce rear-end crashes on the segment west of Pace Blvd by removing left turning vehicles from the travel lane*



**Figure 5**  
**Recommended**  
**Midblock**  
**Pedestrian**  
**Crossings**

*Urban Design Analysis  
and Framework Plan*



## Urban Design Analysis and Framework Plan

### Framework Plan

A framework plan is an analytical tool that provides a general overview of an area and reviews how the project relates, connects and/or influences its contextual relationships. Its main goal is to develop a basis for further in-depth review and potential improvements of site specific areas within the limits of the project. The framework analysis study along the West Cervantes Street corridor incorporated a number of different analytical tools to thoroughly inventory and analyze the present and future conditions of the corridor and to identify constraints, opportunities, issues, as well as develop alternative concept guidance in detail. The design team employed site visits, reviewed historical documents and previous studies and recent aerial photography. The West Cervantes Street corridor has the potential to be a vibrant mixed-use district with a successful commercial core, to focus on quality pedestrian streetscape experiences and to set a tone of connectivity to the adjacent residential neighborhoods.

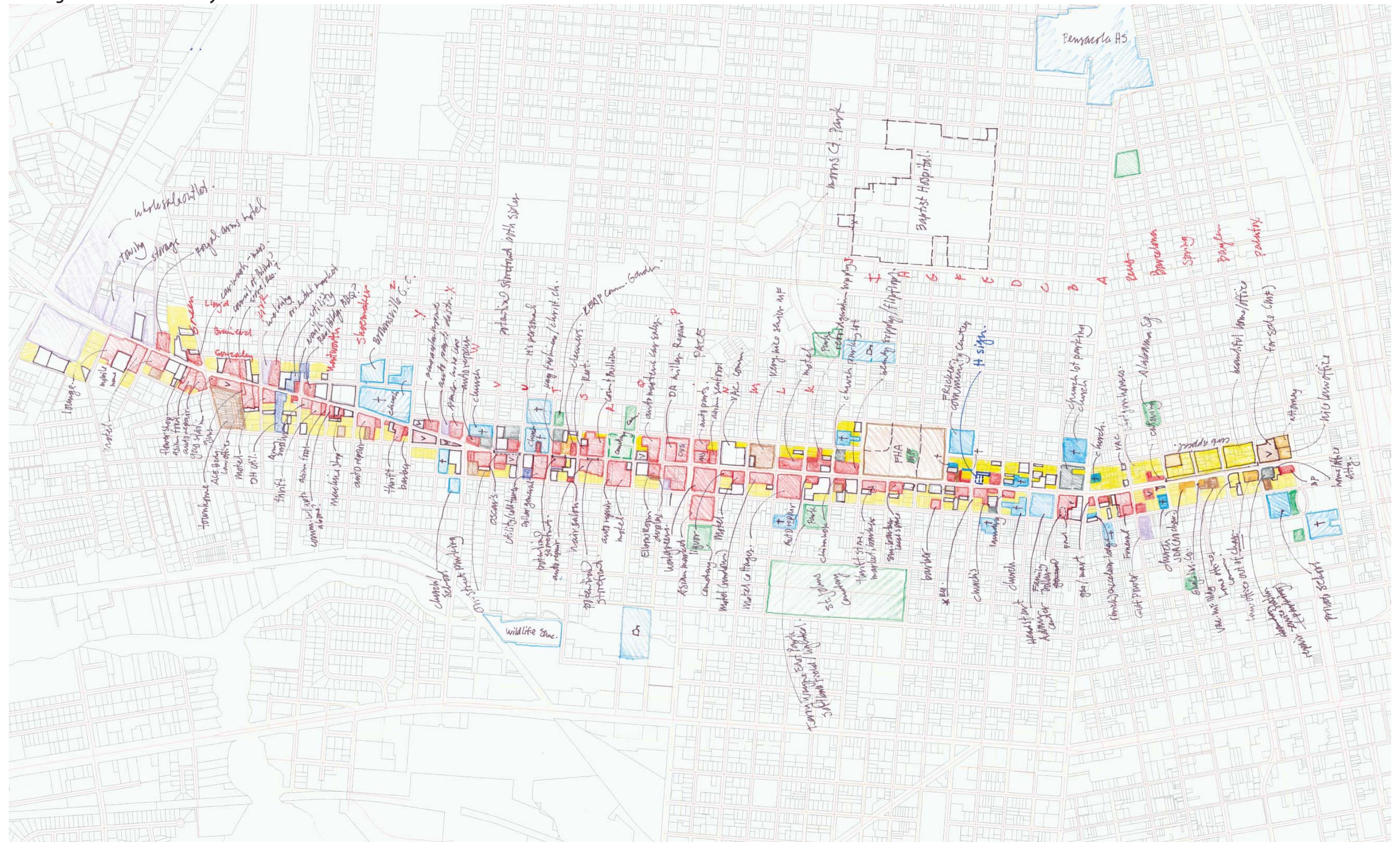
The framework plan is the culmination of a series of analyses that evaluated various urban design elements. The initial analysis corridor parcel analysis evaluated current uses along the corridor. Next, a land use analysis was performed. This refined the corridor parcel analysis and created more generalized uses along the corridor. The final analysis brought the previous two together to lay the groundwork for the overall framework plan. It identified corridor character areas as well as neighborhood districts. The graphic below shows the components of the framework plan.

Figure 6 illustrates the West Cervantes Street Framework Plan. The final framework plan includes summary statements of objectives and principles developed during analysis of the corridor that will guide future development policies and standards.

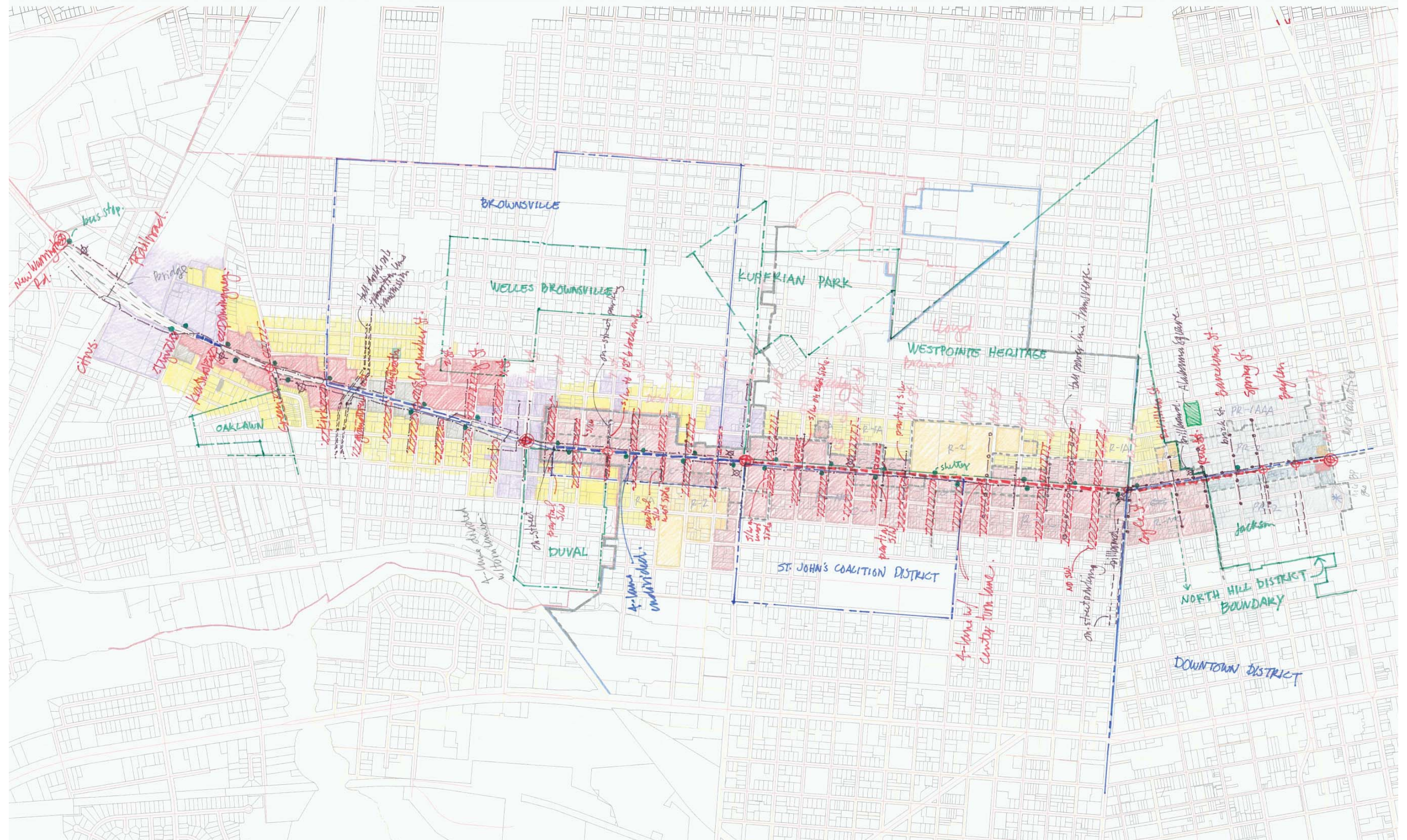
### Components of the Framework Plan



Existing Conditions Inventory



Land Use and Accessibility Analysis







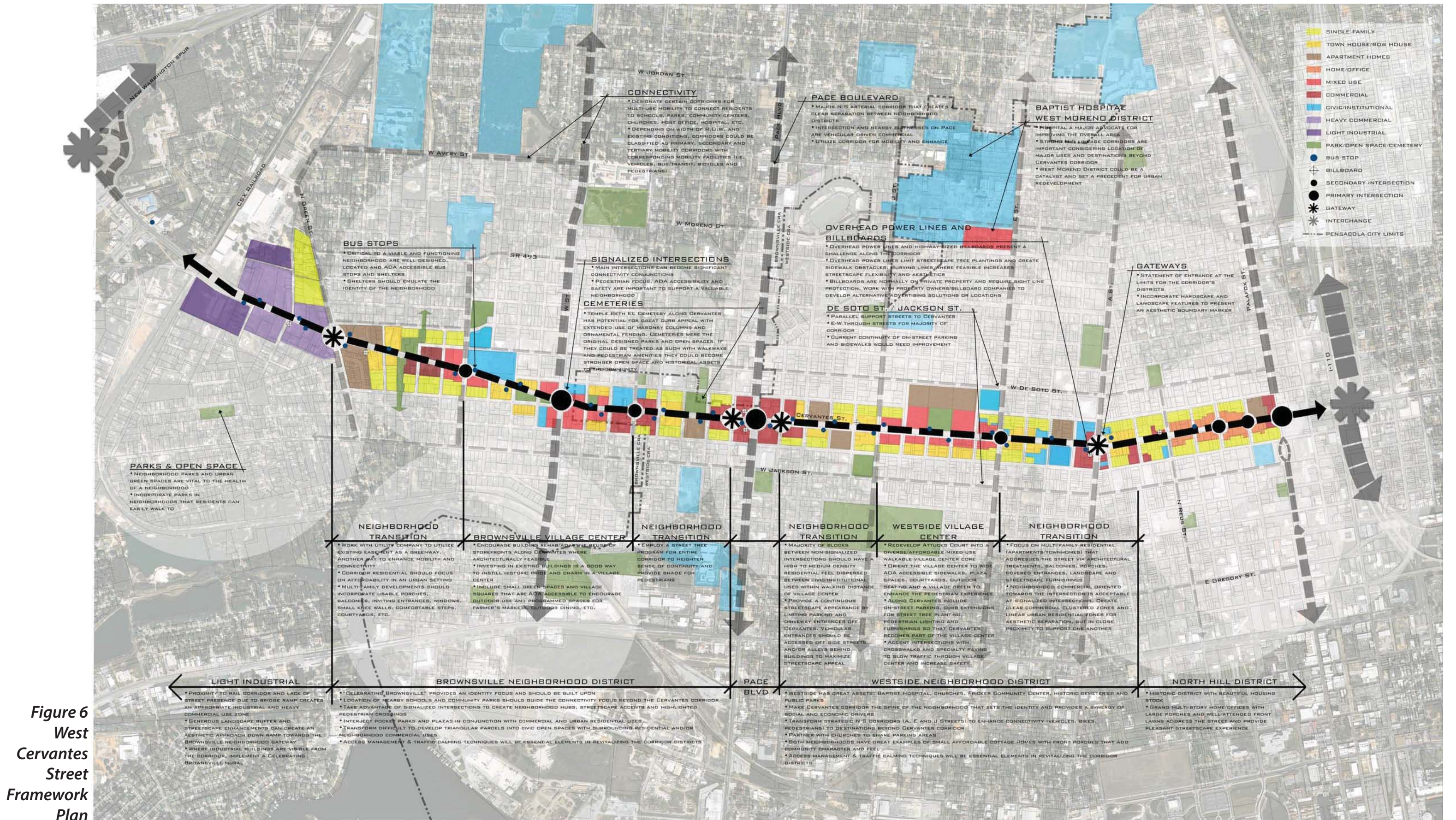


Figure 6 West Cervantes Street Framework Plan

The framework plan segments the corridor into 6 corridor character areas and 3 distinct neighborhood districts. Summarized below is the concept narrative for the 3 neighbor districts. Table 7 on the following pages summarizes the 6 corridor character areas.

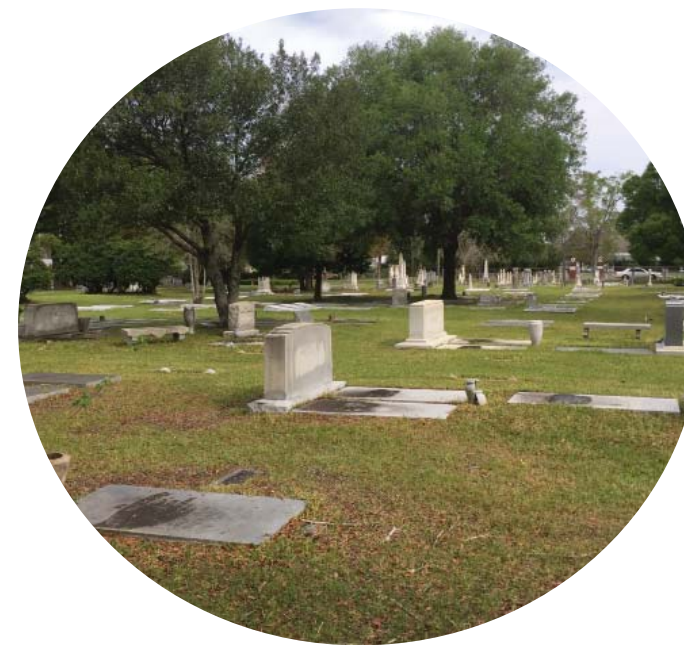
### Brownsville Neighborhood District

- “Celebrating Brownsville” provides an identity focus and should be built upon
- Location of nearby schools and community parks should guide the connectivity focus beyond the Cervantes corridor
- Take advantage of signalized intersections to create neighborhood hubs, streetscape accents and highlighted pedestrian crossings
- Interject pocket parks and plazas in conjunction with commercial and urban residential uses
- Transform difficult to develop triangular parcels into civic open spaces with surrounding residential and/or neighborhood commercial uses
- Access management & traffic calming techniques will be essential elements in revitalizing the corridor districts



### Westside Neighborhood District

- Westside has great assets: Baptist Hospital, churches, Fricker Resource Center, historic cemeteries and public parks
- Make Cervantes corridor the spine of the neighborhood that sets the identity and provides a synergy of social and economic drivers
- Transform strategic north-south corridors (A, E and J Streets) to enhance connectivity (vehicles, bikes, and pedestrians) to destinations beyond Cervantes corridor
- Partner with churches to share parking areas
- Many good examples of small affordable cottage homes with front porches that add community character and feel



### North Hill District

- Historic district with beautiful housing stock
- Grand multi-story home/offices with large porches and well-attended front lawns address the street and provide pleasant streetscape experience



Table 7. Corridor Character Areas



Corridor Character Area	Urban Fabric	Concept Narrative
<p>Neighborhood Transition Green Street to Shoemaker Street</p>		<ul style="list-style-type: none"> <li>• Work with utility company to utilize existing easement as a greenway as another way to enhance mobility and connectivity</li> <li>• Corridor residential should focus on affordability in an urban setting</li> <li>• Multi-family developments should incorporate usable porches, balconies, inviting entrances, windows, small knee walls, comfortable steps, courtyards</li> </ul>
<p>Brownsville Village Center Shoemaker Street to T Street</p>		<ul style="list-style-type: none"> <li>• Encourage building rehab/adaptive reuse of storefronts along Cervantes where architecturally feasible</li> <li>• Investing in existing buildings is a good way to instill historic pride and charm in a village center</li> <li>• Include small green spaces and village squares that are ADA accessible to encourage outdoor use and programmed spaces for farmer's markets, outdoor dining.</li> </ul>

Table 7. Corridor Character Areas



Corridor Character Area	Urban Fabric	Concept Narrative
<p>Neighborhood Transition T Street to P Street</p>		<ul style="list-style-type: none"> <li>• Employ a street tree program for entire corridor to heighten sense of continuity and provide shade for pedestrians</li> </ul>
<p>Neighborhood Transition N Street to J Street</p>		<ul style="list-style-type: none"> <li>• Majority of blocks between non-signalized intersections should have a high to medium density residential feel dispersed between civic/ institutional uses within walking distance of village center</li> <li>• Provide a continuous streetscape appearance by limiting parking and driveway entrances off Cervantes</li> <li>• Vehicular entrances should be accessed off side streets and/or alleys behind buildings to maximize streetscape appeal</li> </ul>

Table 7. Corridor Character Areas

Corridor Character Area	Urban Fabric	Concept Narrative
<p>Westside Village Center J Street to E Street</p>		<ul style="list-style-type: none"> <li>• Redevelop Attucks Court into a diverse/affordable mixed-use walkable village center core</li> <li>• Orient the village center to wide ADA accessible sidewalks, plaza spaces, courtyards, outdoor seating and a village green to enhance the pedestrian experience</li> <li>• Along Cervantes include on-street parking, curb extensions for street tree planting, pedestrian lighting and furnishings so that Cervantes becomes part of the village center</li> <li>• Accent intersections with crosswalks and specialty paving to slow traffic through village center and increase safety</li> </ul>
<p>Neighborhood Transition E Street to DeVilliers Street</p>		<ul style="list-style-type: none"> <li>• Focus on multi-family residential (apartments/townhomes) that addresses the street via architectural treatments, balconies, porches, covered entrances, landscape and streetscape furnishings</li> <li>• Neighborhood commercial oriented towards the intersection is acceptable at signalized intersections. Create clear commercial clustered zones and linear urban residential zones for aesthetic separation, but in close proximity to support one another</li> </ul>

**Reuse Sites**

The West Cervantes Street corridor contains many vacant parcels as well as vacant buildings. As a component of the development of the framework plan, select vacant parcels were identified as suitable candidates for new building fabric. Figures 7 and 8 highlight these areas. It should be noted that these parcels have been identified through field visits and aerial photography. No additional due diligence has been performed to determine the potential for development (i.e. ownership, environmental concerns).



**Figure 7**  
**Potential Reuse Sites**  
**East of Pace Boulevard**





Figure 8  
Potential Reuse Sites  
West of Pace Boulevard

**Gateways**

Gateways are important identity and entry statements for all types of developments from historic districts, city boundaries, large planned developments and unique streetscape corridors. The gateway's elemental function is to act as a transition between areas and as an entrance. Moreover, the development of a gateway introduces the design theme and sets the tone through its design, scale, use of materials, font type and lighting.



*Current Brownsville Gateway Sign near Lynch Street*



*Current Brownsville Signage at T Street*

### Brownsville Gateway

As mentioned previously, there are two main neighborhood districts within the West Cervantes corridor- Brownsville and the Westside District. Currently there are two signs marking the entrance to Brownsville. One is located at Pace Boulevard and the other is located at Lynch Street. There is also a plaque with a brief summary of the history of Brownsville located at T Street. While these signs do serve to delineate the boundaries of the district, they do not necessarily function as an impressive feature to make one aware of the district.

It is recommended that more significant gateway features be constructed to mark the entrance to Brownsville. The gateway could be constructed in the current location of the Brownsville sign on the northwest corner of the intersection of Pace Boulevard. The image below is an illustrative rendering of what such a gateway feature could look like.



*Current Brownsville Gateway Sign at Pace Boulevard*

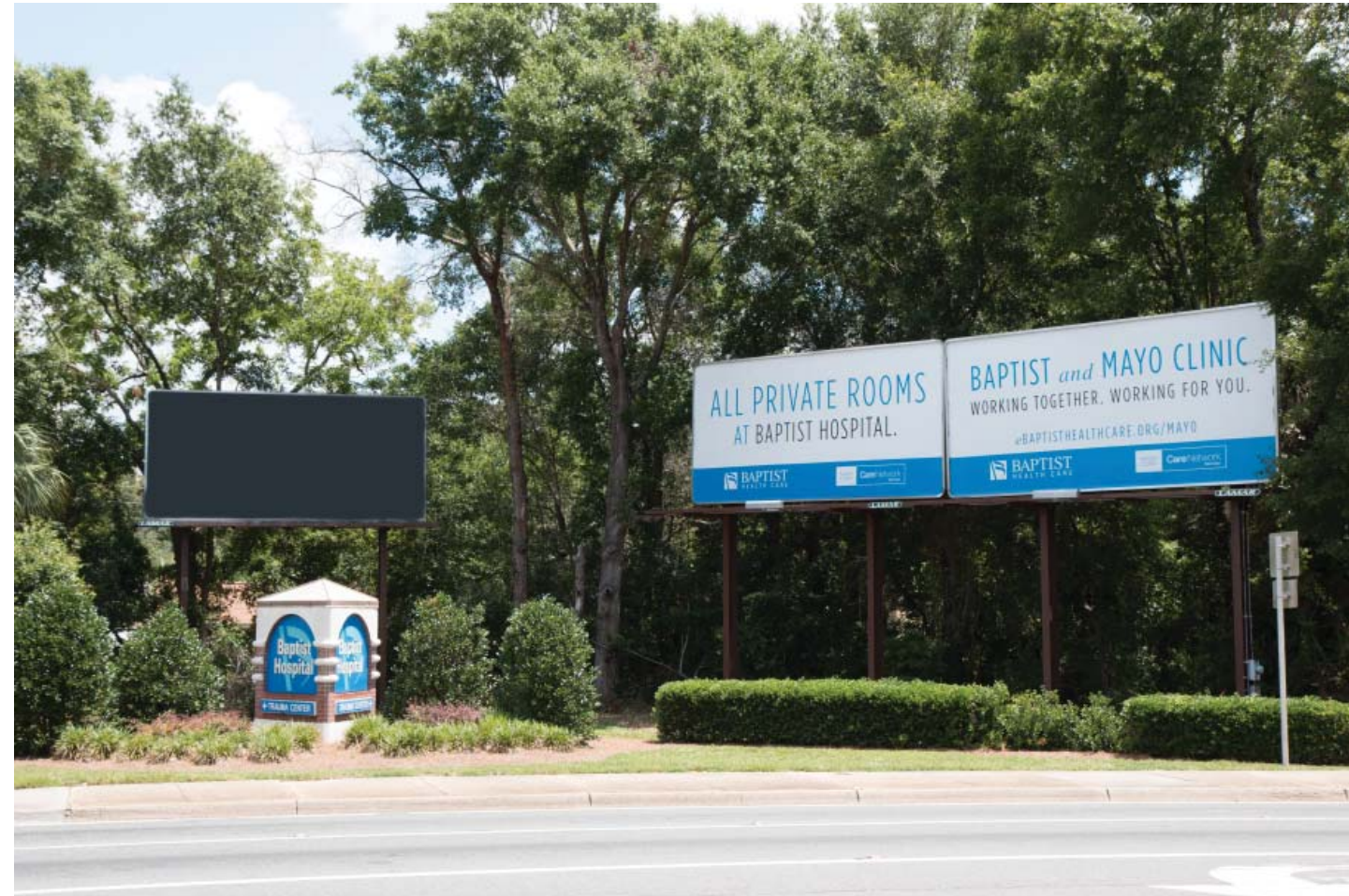


*Illustrative Rendering of Gateway Feature at Pace Boulevard*

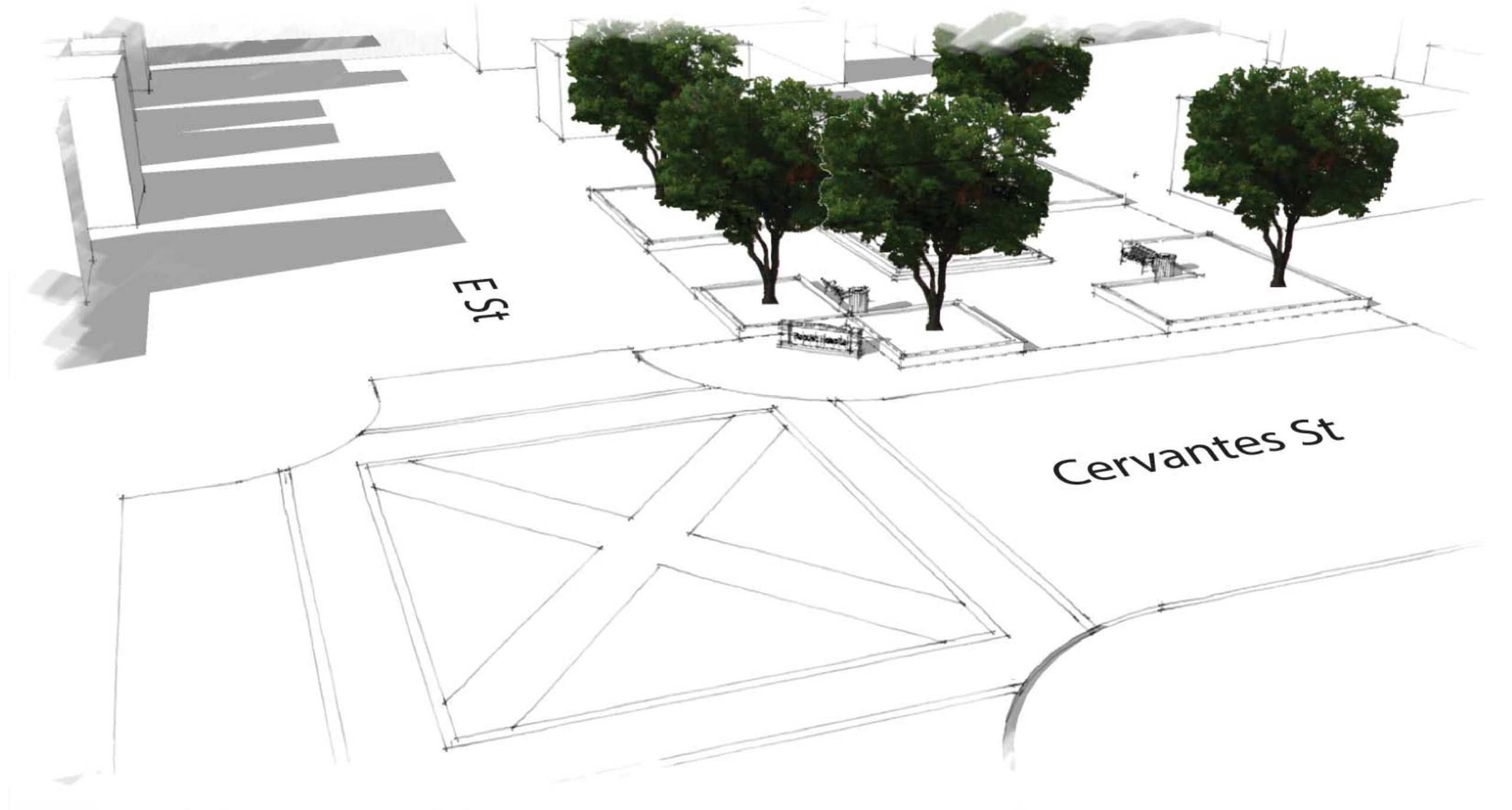
### Westside District Gateway

E Street serves as one of the major arteries of the Westside District. It connects Baptist Hospital and the West Moreno area with the Cervantes corridor. With the concurrent planning efforts taking place to revitalize the West Moreno area, it is vital that emphasis is placed on E Street and, in particular, the intersection of E Street and West Cervantes Street. Currently, on the northeast corner of the intersection of E Street and West Cervantes Street there is a small pocket park that contains a sign marking the entrance to Baptist Hospital as well as billboards and landscaping and is also directly adjacent to an Escambia County Area Transit (ECAT) bus stop. There are no benches or pedestrian amenities in the park. This area could be converted into more a park with benches and other amenities that would help to activate it and create a sense of place. The park could continue to serve as an gateway to Baptist Hospital and the West Moreno area.

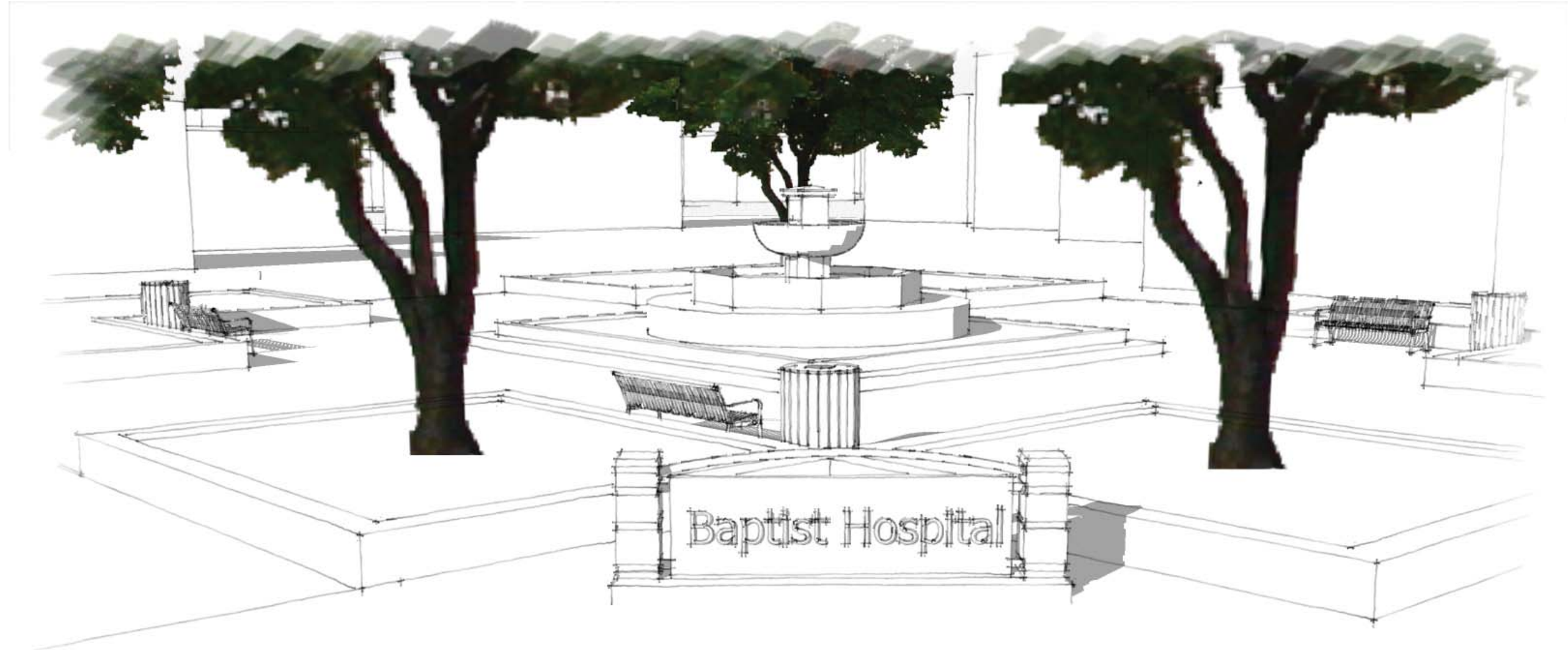
In conjunction with an enhanced park, the intersection itself could also be enhanced to create a more pedestrian friendly environment and also to increase safety of those attempting to cross West Cervantes Street. Crosswalk treatments such as stamped brick could be installed to clearly delineate pedestrian crossing areas. A diagonal crossing (pedestrian scramble) that stops all vehicular traffic to allow pedestrians to cross in every direction, including diagonally, could also be installed to facilitate north-south movements. Figures 9 and 10 show an illustrative rendering of an enhanced park and intersection at the E Street and West Cervantes Street.



*Current Pocket Park at E Street*



*Figure 9 Illustrative Rendering of Proposed E Street Pocket Park (Aerial view)*



*Figure 10 Illustrative Rendering of Proposed E Street Pocket Park (Ground View)*

*Action Items*

- *Seek to identify mechanisms such as Community Redevelopment Agency grants to activate parcels for reuse to help spur redevelopment and revitalization*
- *Reconstruct the Brownsville Gateway feature near Pace Boulevard to create a more distinctive entrance to the district*
- *Improve the pocket park and make intersection improvements at E Street to strengthen the E Street north-south corridor and connection to the West Moreno area*

# *Pedestrian Environment*





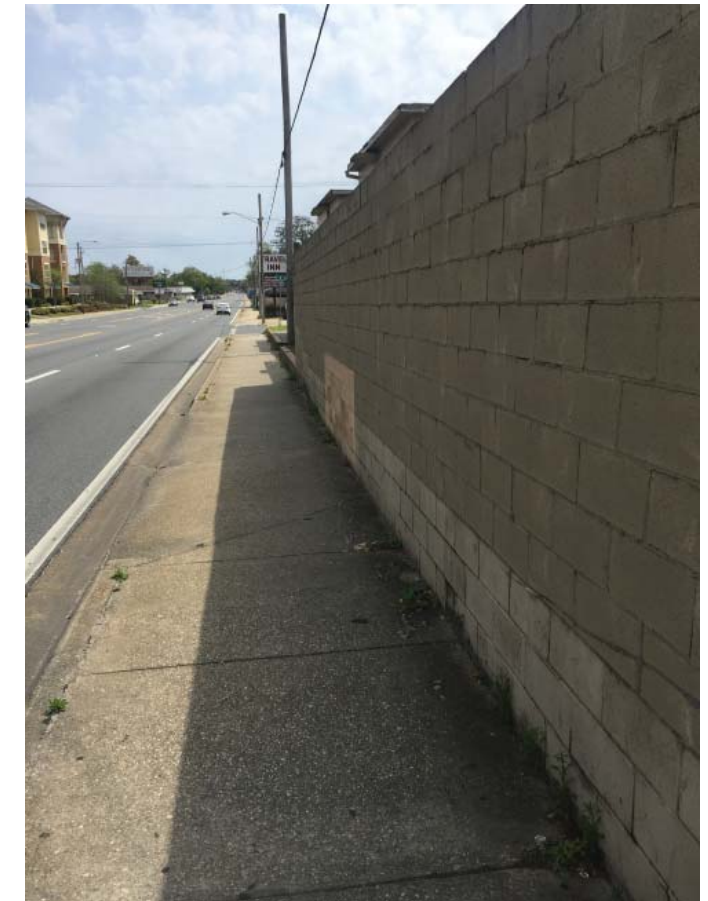
## Pedestrian Environment

The pedestrian environment is a key component to create and maintain vibrancy for urban corridors. The presence of pedestrian amenities encourages pedestrian activity which, in turn, enhance the quality of life of neighborhoods and also strengthen commercial areas.

### Sidewalks

The backbone of the pedestrian environment are sidewalks. Sidewalks serve as a conduit for moving people along a corridor and serve as a catalyst for street-level retail. Sidewalks are where people interact with each other as well as businesses. Ensuring that sidewalks are the appropriate width, are safe (have sufficient lighting), and comfortable (have shade trees) should be a goal for any urban corridor.

West Cervantes Street currently has sidewalks on both sides of the road spanning the entire length of the study area. The width of these sidewalks typically ranges from 5.5 feet to 7 feet. While the presence of these sidewalks is undoubtedly an asset to the corridor, there are some impedances that make traversing the length of the sidewalk difficult- particularly if using a wheelchair. Various obstructions are located directly within the travelway of portions of the sidewalk along West Cervantes Street including utility poles and road signs. Additionally, many of the sidewalks are uneven and have cracks and ledges. In some instances, walls are located directly adjacent to the sidewalk creating a sense of entrapment for the pedestrian by being enclosed between a wall and moving traffic.



Within the surrounding neighborhoods of the Cervantes corridor, sidewalks are present mostly in the eastern portion of the study area and particularly in the southeast quadrant directly east of St. Johns Cemetery. The northwest quadrant of the study area exhibits a lack of sidewalks. Figure 11 shows the sidewalk inventory for the study corridor and the surrounding neighborhoods. Sidewalk density is shown in Figure 12

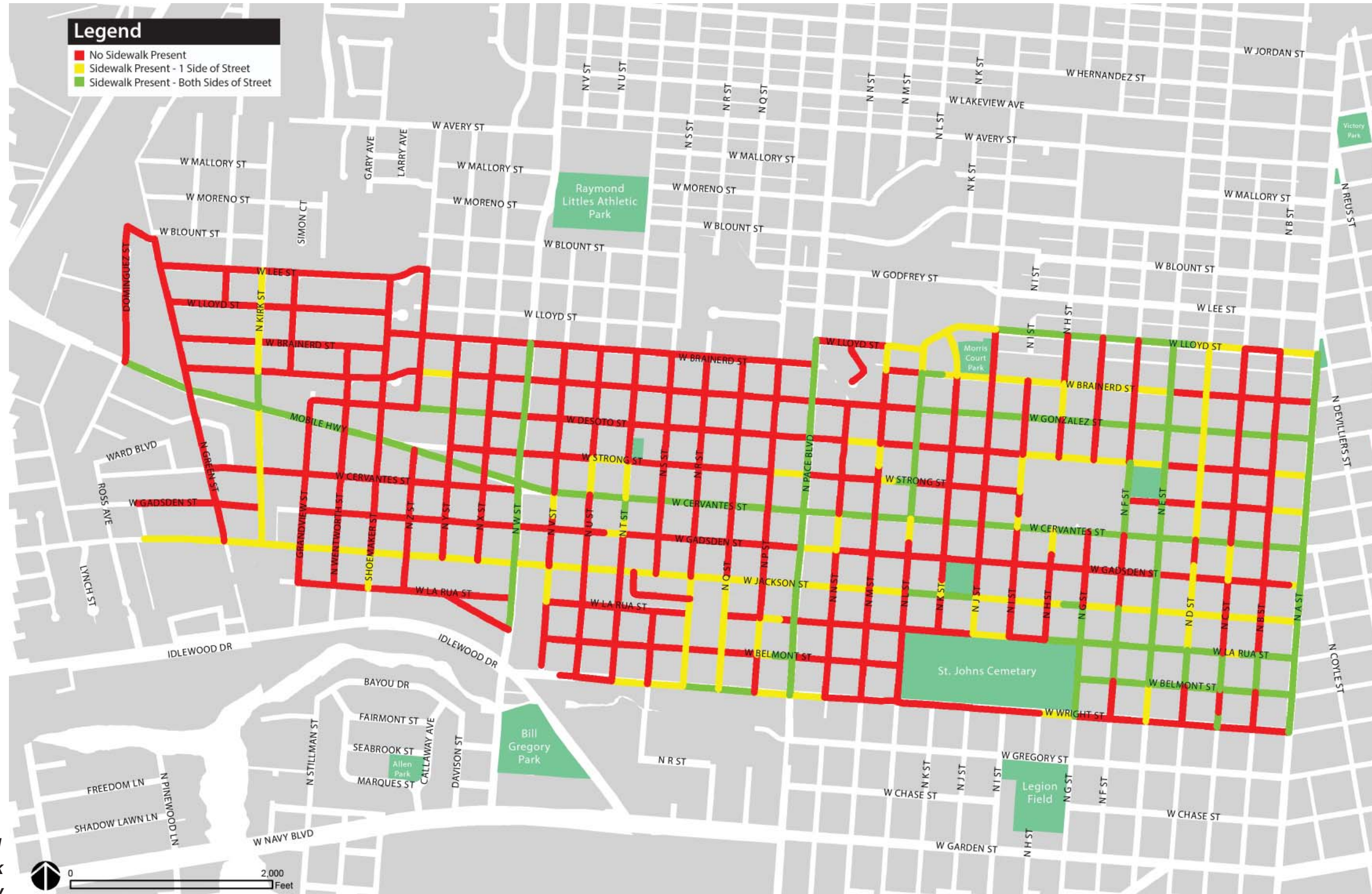


Figure 11  
Sidewalk  
Inventory



Figure 12 Sidewalk Density

### Connectivity Plan

As a subset of the framework plan discussed previously, a connectivity plan was developed for the West Cervantes Corridor. The connectivity plan was developed by identifying the numerous area parks and then creating half-mile radii around them. These buffer areas represent walksheds. The second step in the analysis was to use these walksheds to identify primary, secondary, and tertiary corridors. The preliminary connectivity analysis is shown in Figure 13 and the final version with the access corridors is shown in Figure 14. The primary corridors of Cervantes Street, W Street, and Pace Boulevard all have good sidewalk coverage with sidewalks present on both sides of the street in each of these corridors. The secondary corridors of E Street and A Street also have sidewalks on both sides of the street. Many of the tertiary corridors are lacking any sidewalks, particularly in the northwest quadrant of the study area in the vicinity of Brainerd Street, Lloyd Street, and Gonzalez Street. Brainerd Street, which is a tertiary east-west corridor also has no sidewalks.



**Figure 13**  
**Preliminary**  
**Connectivity**  
**Analysis**

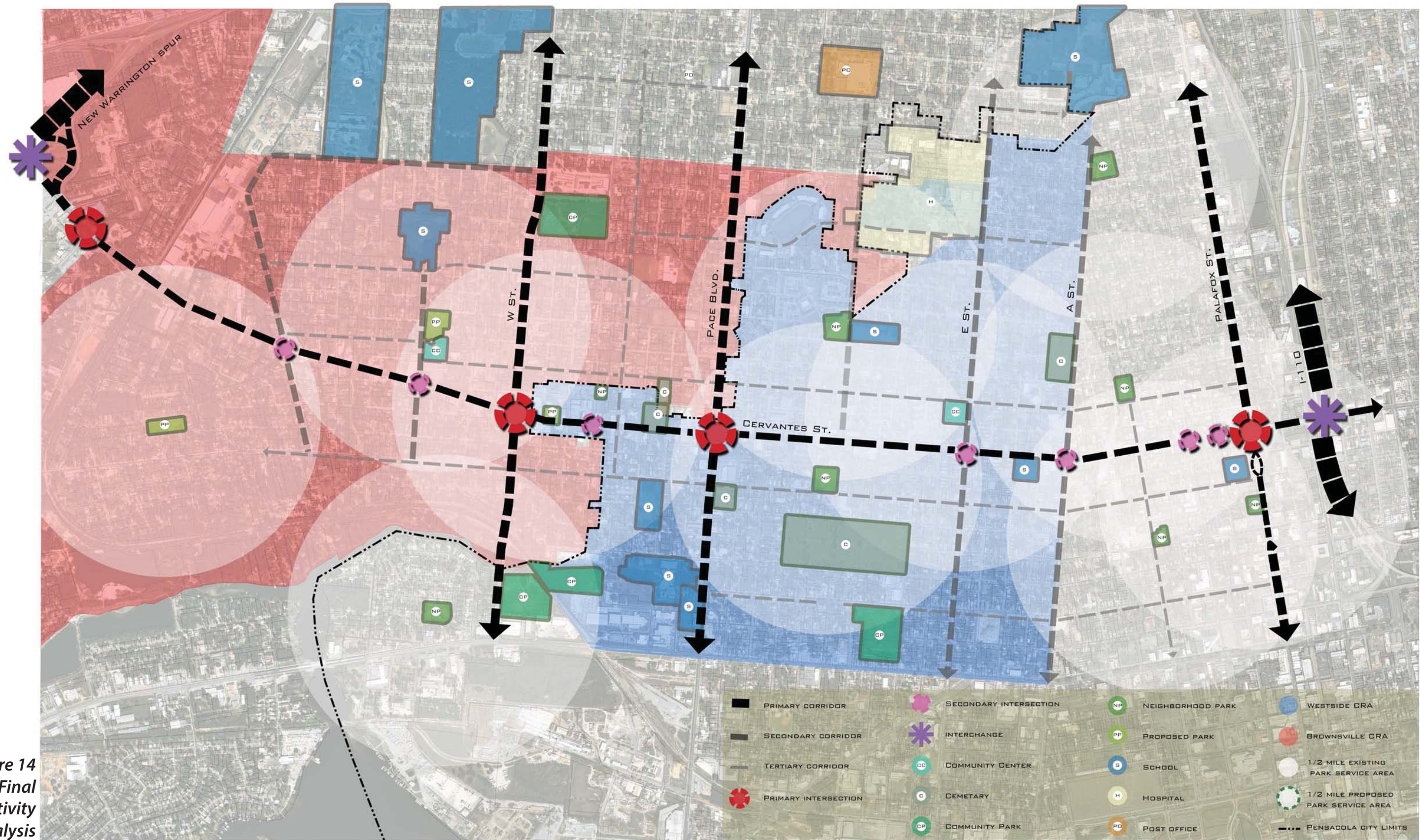


Figure 14  
Final  
Connectivity  
Analysis

**Lighting**

Lighting is an essential part of the pedestrian environment. Proper lighting increases safety by illuminating areas such as doorways, crosswalks, sidewalks and bus stops. Additionally, proper lighting can allow vehicles to see pedestrians who may be attempting to cross the street. Lighting aids in geographic orientation by allowing individuals to use well lit landmarks to help them find their way. Lighting also creates a sense of drama and place.

According to the Project for Public Spaces, various ways to use lighting include:

- Landscaping: Trees lit with small white “bee” lights have become a popular sight in many cities even outside the holiday season, perhaps because they impart a magical feeling and bring positive attention to streets and public spaces.
- Transit stops: People feel more secure when bus or trolley stops are well-lit. Lighting also draws attention to and encourages use of such amenities.
- Entrances: Careful evening lighting around building entrances — especially in residential building doorways — contributes to the safety of a district even more than indiscriminate use of bright lighting that is not focused on areas of use.
- Edges: The edges of a park or plaza – particularly any interesting gateposts, fences, and specimen trees visible from the adjacent street -should be lit to help define and identify the interior space. Buildings located on the edges of a park can also have seasonal lights, bringing attention to the larger district beyond the park.
- Retail displays: Lighting retail displays, even when stores are closed, not only provides ambient light for the street, but also encourages window-shopping. This tactic can help to increase the number of people on a street, which is a major contributor to security.

- Architectural details: Lighting entrances, archways, cornices, columns, and so forth can call attention to the uniqueness of a building, place, or district and bring a sense of drama to the experience of walking at night.
- Signage: Well-lit maps, along with directional and informational signage, are essential to providing orientation at night.
- Focal points: Lighted sculpture, fountains, bridges, towers, and other major elements in a district, especially those visible to passing pedestrians and vehicles, provide another form of wayfinding.

- As a traffic-calming device: The difference between a pedestrian-lit street and a highly illuminated highway automatically signals drivers that they have entered a new and different zone, and compels them to slow their driving speed.

(Source: [www.pps.org/reference/streetlights](http://www.pps.org/reference/streetlights))



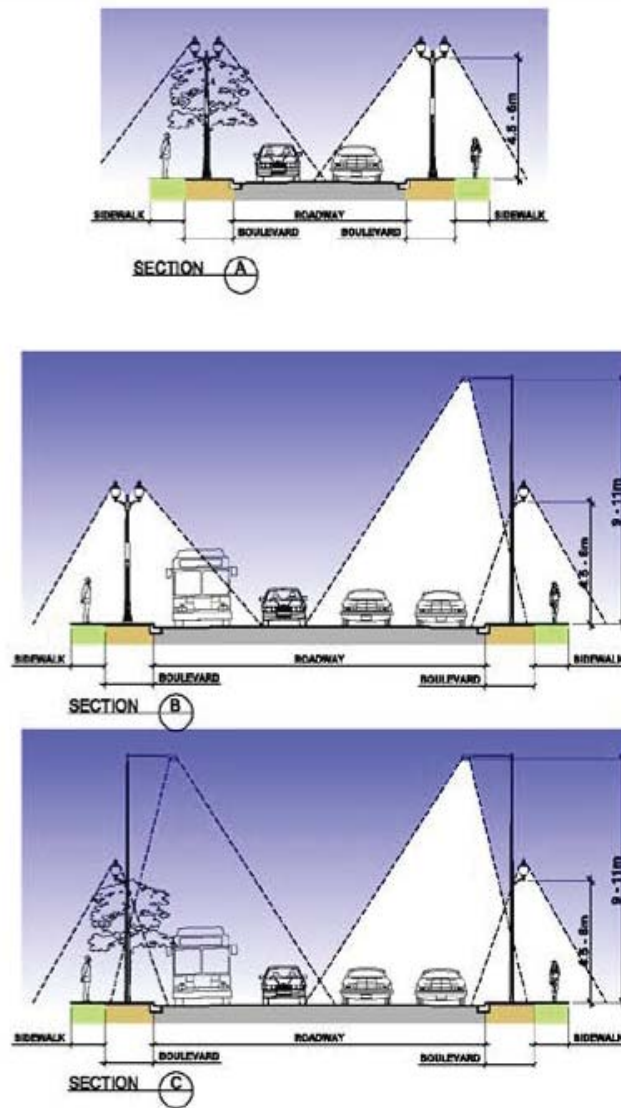
*Existing Street Lighting on West Cervantes Street*

**Lighting**

Pedestrian level lighting can be used in combination with street level lighting- such as on the same pole or it can be completely separate from street lighting. On some 2 lane urban roads, pedestrian light fixtures can also be used to illuminate the street. Figure 15 shows streetscape lighting layouts for various roadway facilities.



*Example of Street/Pedestrian Combination Lighting Fixture*



**Figure 15 Streetscape Lighting Layouts**  
(Source: FHWA Lighting Handbook)

**Examples of Pedestrian Lighting in Pensacola**



**Main Street**



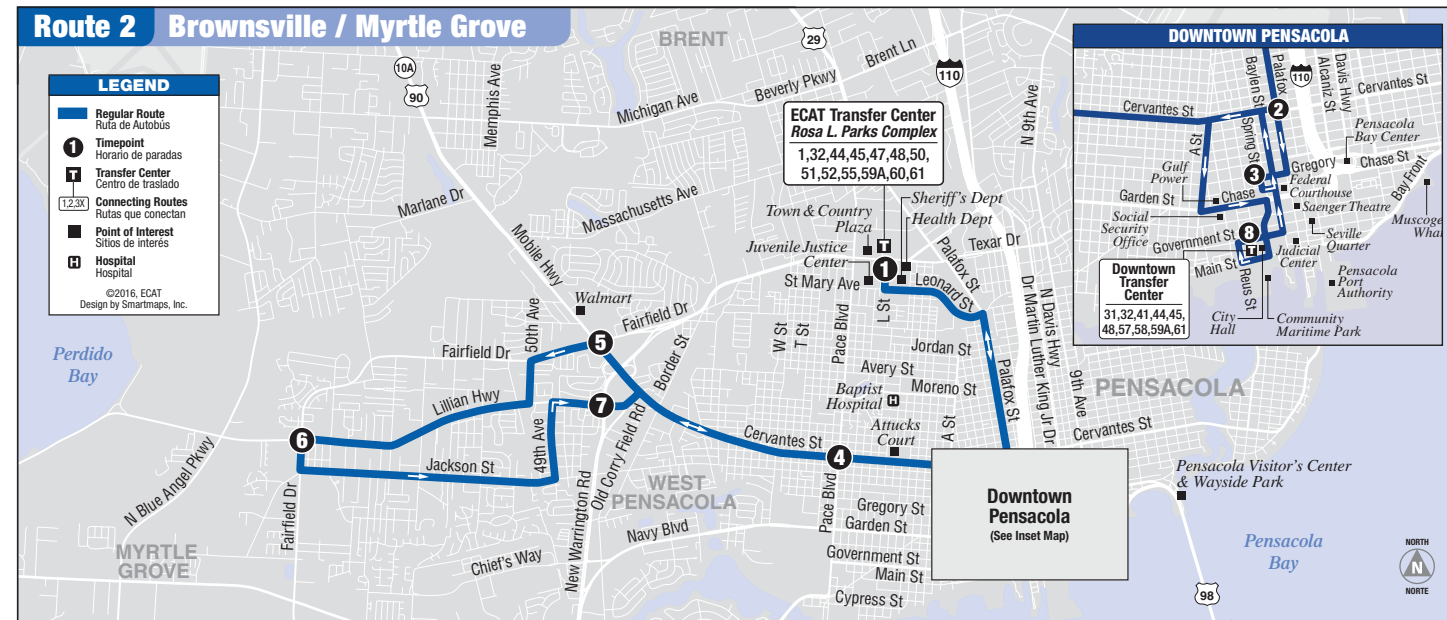
**Palafox Street**



**Alcaniz Street**

Transit

West Cervantes Street is currently served directly by ECAT Route 2 (Brownsville/Myrtle Grove). The eastern portion of the study area is also served by Route 44 (Brownsville/North Hill). Other routes that service the study include Route 48 (Baptist Hospital/MC Blanchard) and Route 55 (Pace Boulevard/Warrington).





Transit Usage

Figure 16 illustrates boardings and alightings by stop for ECAT bus routes within the vicinity of the study area. Many of the high ridership stops are located in the vicinity of the intersection of Pace Boulevard.



Figure 16  
Transit  
Usage

Transit Walk Accessibility

A walkshed analysis was performed to determine what areas within the study area are sufficiently served by transit. Buffers of 0.25 miles and 0.5 miles were created around the stops along West Cervantes Street as these distances are generally the maximum distances a person will walk to reach a transit stop. The walksheds are calculated using roadways regardless of whether or not sidewalks are present on the roadway. As illustrated in Figure 17, the majority of the adjacent neighborhoods of the corridor fall within the 0.25 mile buffer indicating a high walk access to transit.

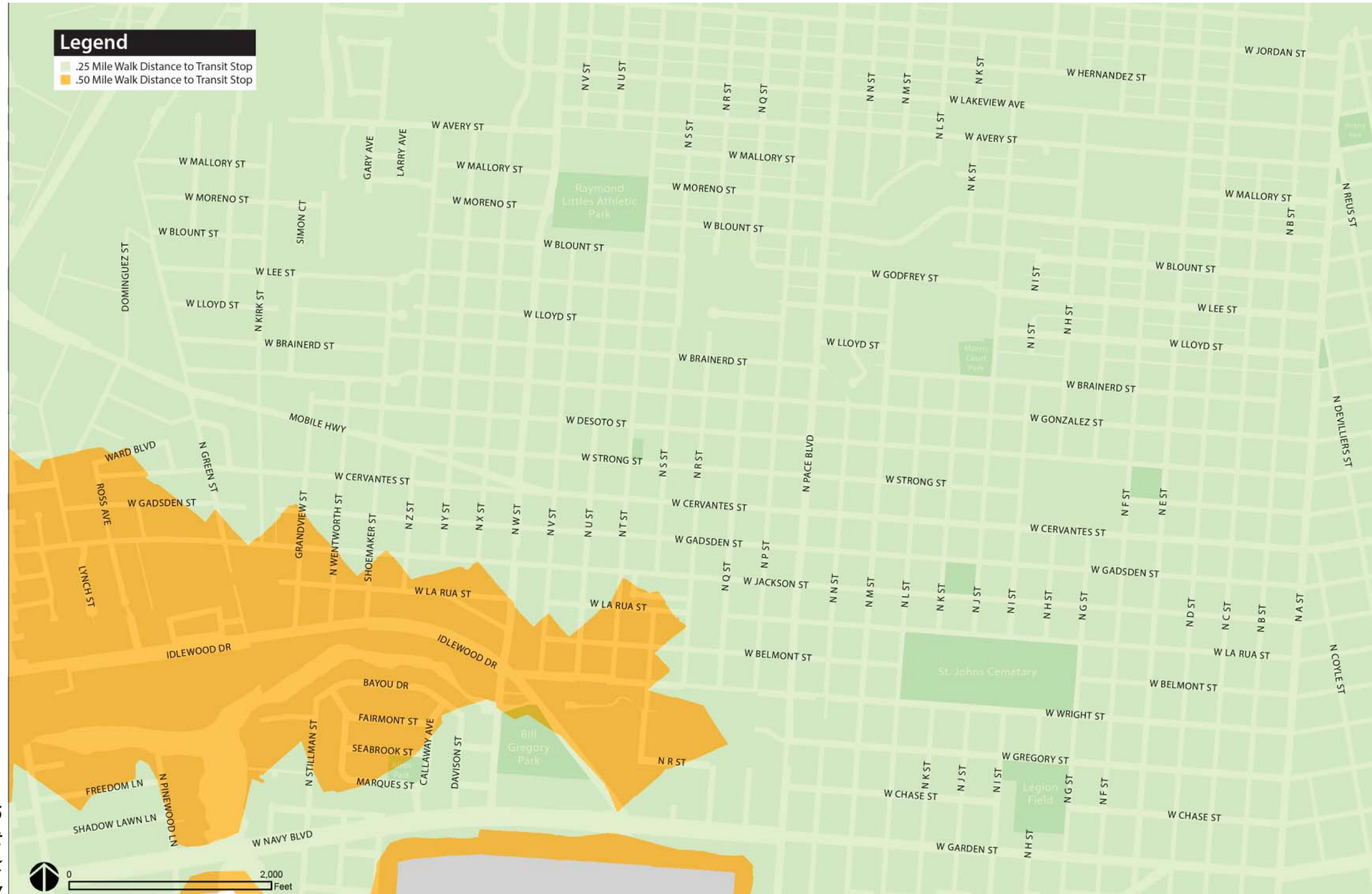


Figure 16  
Transit  
Walk  
Accessibility

*Action Items*

- *Enhance landscaping throughout the corridor. Employ a street tree program for entire corridor to heighten sense of continuity and provide shade for pedestrians*
- *Installation of street level and pedestrian level lighting throughout the length of the corridor*
- *Increase North-South sidewalk connectivity in the vicinity of I, H, and G Streets*
- *Increase East-West sidewalk connectivity in the NW quadrant of the study area in the vicinity of West Gonzales, West Brainerd, and West Lloyd Streets*
- *Consider adding additional transit amenities to high ridership locations along the corridor. Specifically consider adding a shelter or bench at the intersection of Pace Boulevard*

# *Proposed Corridor Improvement Concepts*



## Proposed Corridor Improvement Concepts

### Policy Background

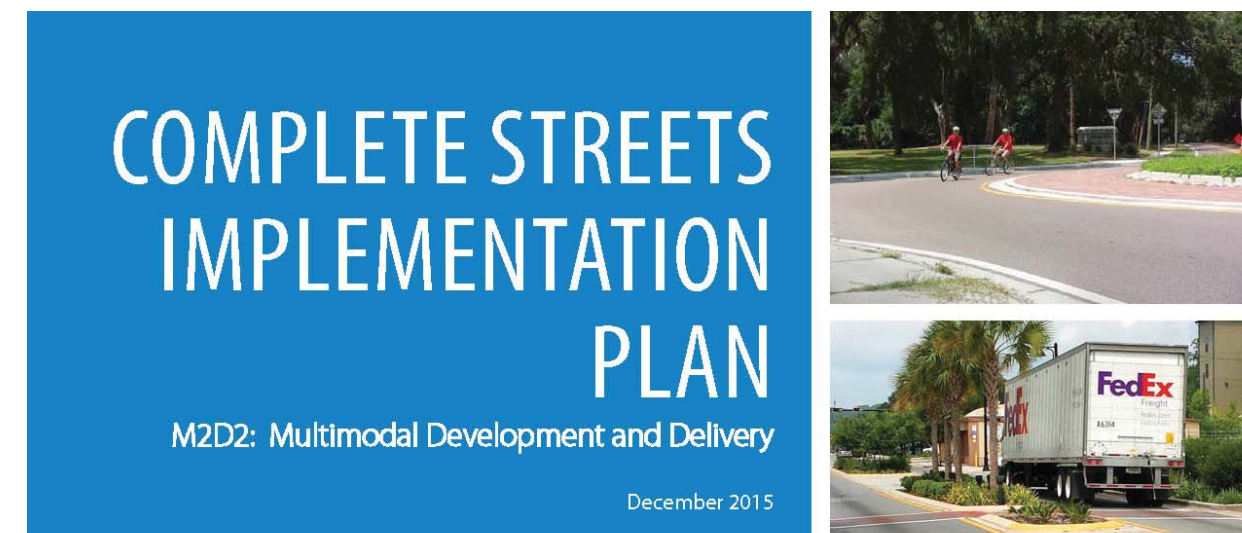
The term “complete streets” is often used to define roadways that function in a multi-modal fashion, safely accommodating automobiles, transit vehicles and riders, bicyclists, and pedestrians. Streets are not just for moving people and vehicles, but also often serve as places for commerce and recreation. Complete streets also are compatible with the surrounding community, and support adjacent land uses and activities, leading some to use the term context-sensitive streets instead. As a result, the Federal Highway Administration (FHWA) has developed recommended approaches for both Context Sensitive Solutions and Complete Streets. Additionally, FDOT has adopted a Complete Streets Policy (Topic No.: 000-625-017-a, effective September 17, 2014) stating the following intent:

“It is the goal of the Department of Transportation to implement a policy that promotes safety, quality of life, and economic development in Florida. To implement this policy, the Department will routinely plan, design, construct, reconstruct and operate a context sensitive system of “Complete Streets.” While maintaining safety and mobility. Complete Streets shall serve the transportation needs of transportation system users of all ages and abilities, including but not limited to:

- Cyclists
- Freight handlers
- Motorists
- Pedestrians
- Transit Riders

The Department specifically recognizes complete streets are context-sensitive and require transportation system design that considers local land development patterns and built form. The Department will coordinate with local governments, Metropolitan Planning Organizations, transportation agencies and the public, as needed, to provide complete streets on the State Highway System, including the Strategic Intermodal System.

This Complete Streets Policy will be integrated into the Department’s internal manuals, guidelines and related documents governing the planning, design, construction, and operation of transportation facilities.”

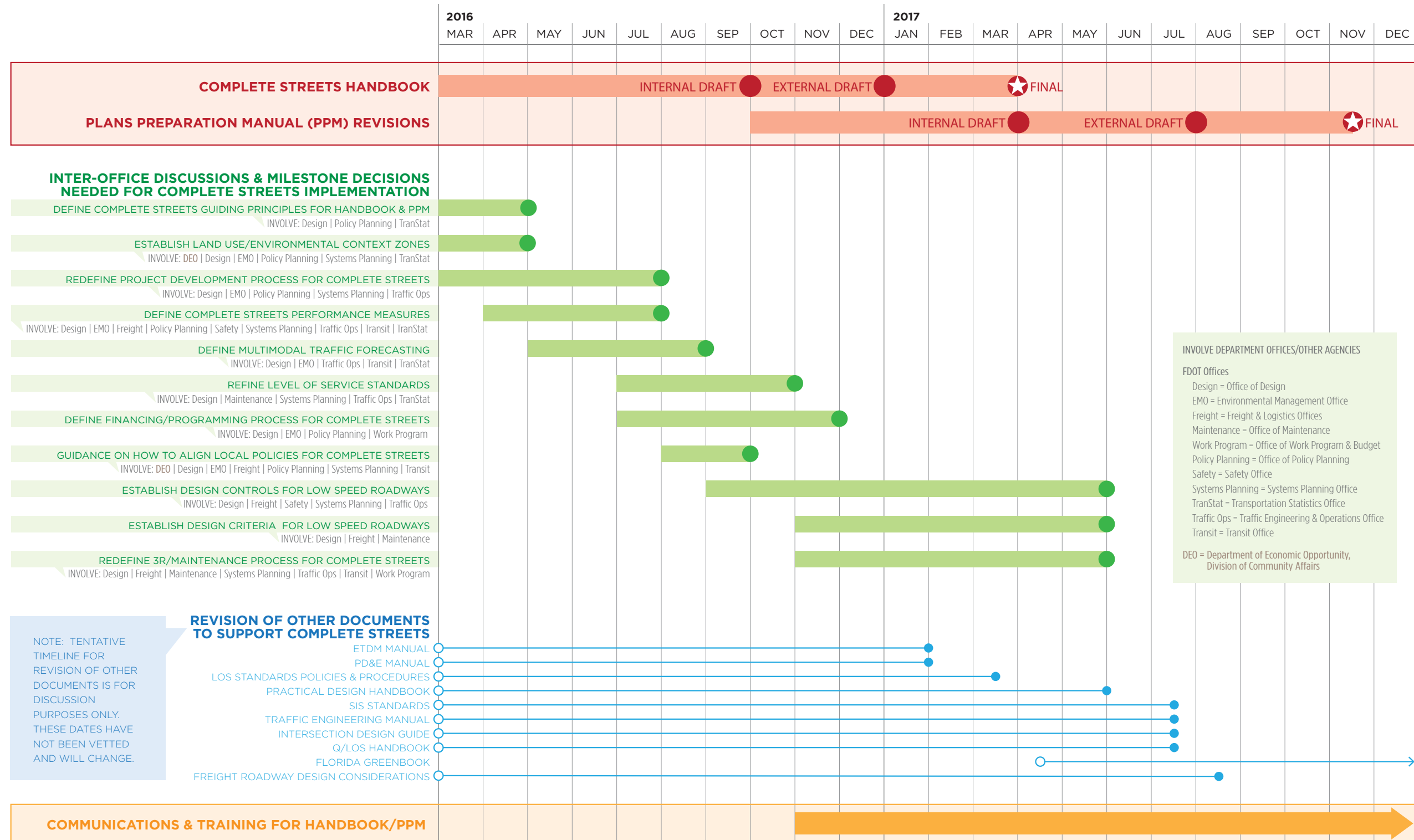


The Florida Department of Transportation and Smart Growth America



The FDOT Complete Streets Implementation Plan was released in December 2015 and is a playbook for editing a dozen key FDOT manuals and guides that control the bulk of FDOT's planning, design, and operations. The graphic below summarizes FDOT's framework and timeline for complete streets implementation.

# FDOT DECISION FRAMEWORK & TIMELINE FOR COMPLETE STREETS IMPLEMENTATION



APPROVED BY EXECUTIVE LEADERSHIP 2/18/16

**Proposed Corridor Typical Sections**

During the project public workshops, numerous comments were made stating the desire to transform this portion of West Cervantes Street into a complete street that allows all users to feel safe and comfortable and would also help to revitalize the commercial aspects of the corridor and increase aesthetic appeal. In response to these comments and in keeping with the current direction of FDOT's Complete Streets initiative, two options were developed. Each option has two slightly different variants due to right of way differences east of Pace Boulevard and West of Pace Boulevard. The two options are:

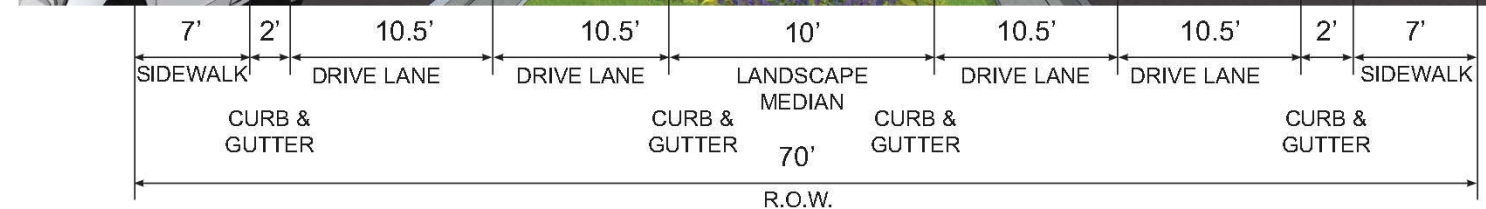
- Option A: Aggressively narrow current travel lanes and add landscaped median
- Option B: Eliminate two travel lanes and add landscaped median and on street parking where feasible

Both concepts have several features in common, including: curb and gutter drainage, street trees on sidewalk where feasible, and streetlights.

**Option A - East of Pace Boulevard - West Cervantes Street Rebalanced**



*Existing*

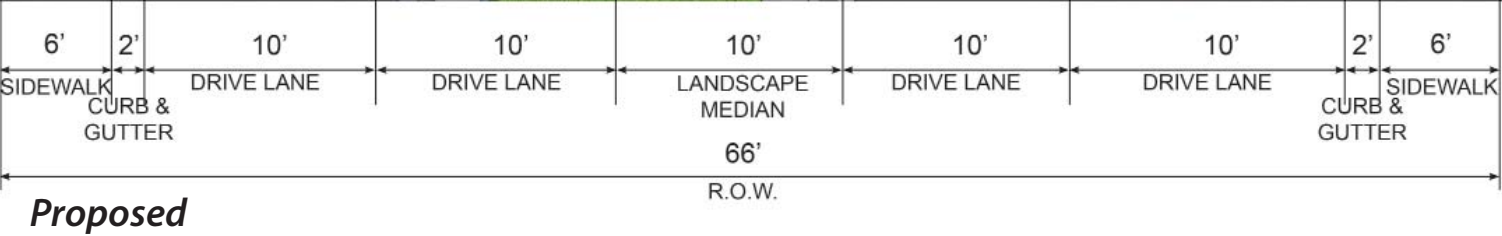


*Proposed*

### Option A - West Cervantes Street Rebalanced - West of Pace Boulevard



Existing





Option A - West Cervantes Street Rebalanced - Plan View



*East of Pace Boulevard*

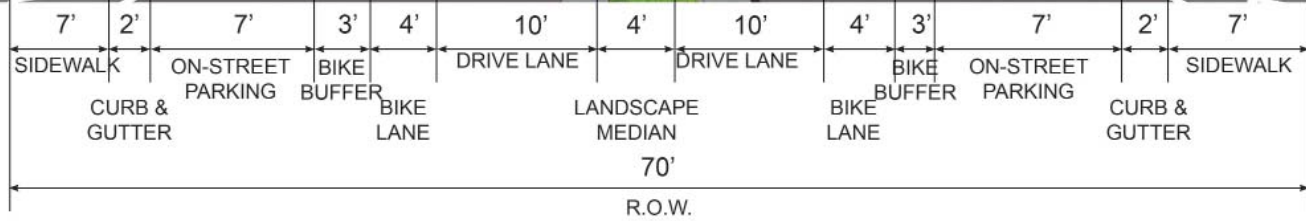


*West of Pace Boulevard*

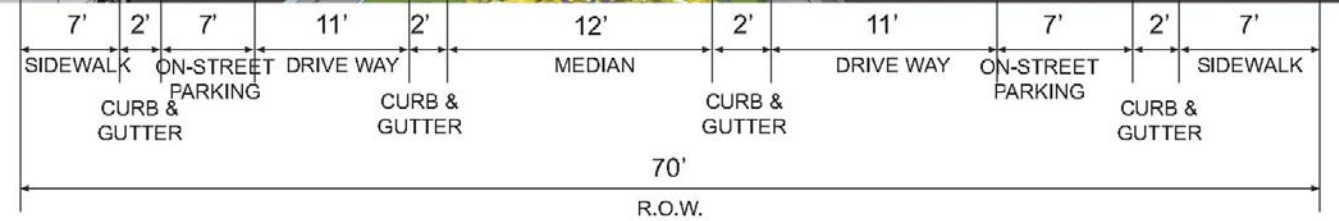


Existing

Option B - West Cervantes Street Road Diet -East of Pace Boulevard



Proposed (shown with buffered bike lane)



Proposed (shown without buffered bike lane)

Option B - West Cervantes Street Road Diet - West  
of Pace Boulevard



Existing



Proposed

***“The most desired treatment would be Option B with on-street parking and a median”***

*-Public workshop participant comment*

Option B - West Cervantes Street Road Diet - Plan View



*East of Pace Boulevard (shown with buffered bike lane)*



*West of Pace Boulevard*

### West Cervantes Street Road Diet Traffic Analysis

Due to the fact that Option B reduces capacity on West Cervantes Street, a general traffic analysis was performed to determine the extent of the impacts.

Current (2015) FDOT traffic counts on West Cervantes Street are:

- West of Pace Boulevard: 16,400
- East of Pace Boulevard: 18,100

According to the FHWA Road Diet Informational Guide, roadways with an AADT of 20,000 or less may be good candidates for a road diet and should be evaluated for feasibility. Benefits of road diet installations may include:

- An overall crash reduction of 19 to 47 percent.
- Reduction of rear-end and left-turn crashes through the use of a dedicated left-turn lane.
- Fewer lanes for pedestrians to cross and an opportunity to install pedestrian refuge islands.
- The opportunity to install bicycle lanes when the cross-section width is reallocated.

An intersection analysis as well as a segment analysis was performed on West Cervantes Street to determine delay and LOS with a road diet installed in comparison to the existing conditions. As can be seen in Tables 8 and 9, there will be an increase in delay and a decrease in LOS if a road diet is installed. Travel times along the entire segment will be increased by approximately 2 minutes in the eastbound direction and 4 minutes in the westbound direction based on 2015 volumes.

Any consideration of a potential road diet on West Cervantes Street will need additional analysis and evaluation before proceeding.

**Table 8. Intersection Analysis Summary - Road Diet**

Intersection	4-Lane		2-Lane	
	Delay	LOS	Delay	LOS
Green Street	5.7	A	10.5	B
Shoemaker Street	10.4	B	12.4	B
W Street	29.4	C	36.8	D
T Street	7.0	A	11.9	B
Pace Boulevard	36.4	D	51.8	D
E Street	20.1	C	42.9	D
A Street	27.6	C	48.7	D

**Table 9. Segment Analysis Summary - Road Diet**

Eastbound			Westbound		
To Intersection	4-Lane	2-Lane	To Intersection	4-Lane	2-Lane
Shoemaker Street	B	B	E Street	C	F
W Street	C	E	Pace Boulevard	B	F
T Street	B	B	T Street	B	B
Pace Boulevard	C	E	W Street	D	F
E Street	A	A	Shoemaker Street	B	B
A Street	D	E	Green Street	B	B
Travel Time (Minutes)	5.3	7.1	Travel Time (Minutes)	5.2	11.2
Average Segment*	B	E	Average Segment*	B	E

# *Conclusions*



## Conclusions

It is the goal of this corridor management plan to provide recommendations and guidance that will improve the West Cervantes Street corridor as well as the surrounding neighborhoods. Both short-term and long-term recommendations have been provided that will help to help to revitalize the corridor as well as make it safer for all users. Many of the recommendations put forth in the plan could be completed incrementally as funding becomes available. The West Cervantes Street corridor and its surrounding communities are a tremendous asset to the greater Pensacola area and it is the project team's hope that this plan will make the area an even greater place to live, work, and play.

### West Cervantes Street Corridor Management Plan Summary of Recommendations

#### Long-term Corridor-Wide Recommendations

- Option A: Agressively narrow current travel lanes and add landscaped median
- Option B: Eliminate two travel lanes and add landscaped median and on street parking where feasible

Both concepts have several features in common, including: curb and gutter drainage, street trees on sidewalk where feasible, and streetlights. It should be noted that many of the improvements recommended as part of both options can be done incrementally.

#### Other General Planning and Design Recommendations

- Embrace the numerous parks, cemeteries, and open space
- Implement gateway features that serve as a statement at the limits of the corridor's various districts
- Seek to identify mechanisms to activate parcels for reuse to help spur redevelopment and revitalization. This could be done through the current CRAs.

#### Short-term Recommendations

- Installation of street level and pedestrian level lighting throughout the length of the corridor
- Installation of mid-block crossings at five locations along the corridor
- Increase North-South sidewalk connectivity in the vicinity of I, H, and G Streets
- Increase East-West sidewalk connectivity in the NW quadrant of the study area in the vicinity of West Gonzales, West Brainerd, and West Lloyd Streets
- Enhance Landscaping throughout the corridor. Consider employing a street tree program.
- Add transit amenities such as shelters at high-ridership locations
- Strengthen the identity and character of the E Street intersection to create an emphasis for the West Moreno District paying particular attention to the existing open space on the NE corner of the intersection.



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-12427** **County Attorney's Report** **11. 1.**  
**BCC Regular Meeting** **Action**  
**Meeting Date:** 07/06/2017  
**Issue:** Assignment of Agreement for Special Magistrate  
**From:** Kristin Hual, Assistant County Attorney  
**Organization:** County Attorney's Office  
**CAO Approval:**

---

**RECOMMENDATION:**

**Recommendation Concerning Assignment of Agreement for Special Magistrate (PD 14-15.019)**

That the Board take the following action:

- A. Rescind the Board's prior action on March 16, 2017, CAR II17-B, approving, and authorizing the County Administrator to execute, the Assignment of Agreement between Escambia County, Florida, and McConnaughay, Duffy, Coonrod, Pope & Weaver, P.A., to John B. Trawick, P.L.L.C., providing for an administrative change to PD 14-15.019, Special Magistrate, assigning all rights and obligations of McConnaughay, Duffy, Coonrod, Pope & Weaver, P.A., to John B. Trawick, P.L.L.C.; and
- B. Approve the Assignment of Agreement between Escambia County, Florida, and McConnaughay, Coonrod, Pope, Weaver & Stern, P.A., to John B. Trawick, P.L.L.C., providing for an administrative change to PD 14-15.019, Special Magistrate, assigning all rights and obligations of McConnaughay, Coonrod, Pope, Weaver & Stern, P.A. (formerly McConnaughay, Duffy, Coonrod, Pope & Weaver, P.A.) to John B. Trawick, P.L.L.C.; and
- C. Ratify the Chairman's signature on the Assignment of Agreement for Special Magistrate (PD 14-15.019).

**BACKGROUND:**



By Board action on March 16, 2017, the Board previously approved an Assignment of Agreement for Special Magistrate (PD 14-15.019) to assign the contract from Mr. Trawick's former firm, McConnaughay, Duffy, Coonrod, Pope & Weaver, P.A., to his current firm, John B. Trawick, P.L.L.C. After the document was drafted, the firm's name was revised to include an additional partner and the revised document reflects to current name of McConnaughay, Coonrod, Pope, Weaver & Stern, P.A. In addition, the prior Recommendation authorized the County Administrator to execute the Assignment, which was prepared for the Chairman's signature.

**BUDGETARY IMPACT:**

[Funding: Fund 103, Code Enforcement Fund, Cost Center 220110, Object Code 53101]

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Assignment of Agreement was reviewed and approved by Assistant County Attorney, Kristin D. Hual.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

March 6, 2017 BCC Resume Page

Assignment of Agreement for Special Magistrate

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**PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued**

**COUNTY ADMINISTRATOR'S REPORT – Continued**

**II. BUDGET/FINANCE CONSENT AGENDA – Continued**

**17. PD 14-15.019 ▶**

Motion made by Commissioner Barry, seconded by Commissioner May, and carried unanimously, taking the following action concerning PD 14-15.019, Special Magistrate (Funding: Fund 103, Code Enforcement Fund, Cost Center 220110, Object Code 53101):

A. Approving the second 12-month Contract extension, effective through March 4, 2018, upon the mutual agreement of both parties, with the original Terms of the Agreement between Escambia County, Florida, and the following:

- (1) John B. Trawick, P.L.L.C.; and
- (2) Litvak, Beasley, Wilson & Ball, LLP; and

B. Approving, and authorizing the County Administrator to execute, the Assignment of Agreement between Escambia County, Florida, and McConnaughay, Duffy, Coonrod, Pope & Weaver, P.A., to John B. Trawick, P.L.L.C., providing for an administrative change to PD 14-15.019, Special Magistrate, assigning all of the rights and obligations of McConnaughay, Duffy, Coonrod, Pope & Weaver, P.A., to John B. Trawick, P.L.L.C.

**For Information:** Commissioner Robinson disclosed a past business relationship with John Trawick.

**III. FOR DISCUSSION**

**1. Funding Request – Northview High School FFA ▶**

Motion made by Commissioner Barry, seconded by Commissioner Bergosh, and carried unanimously, approving the request from the Northview High School FFA for \$2,500, to be funded from the 4th Cent Tourist Development Tax, for the Blue Jacket Jamboree, and approving the Purchase Order for this purpose.

**ASSIGNMENT OF AGREEMENT FOR  
SPECIAL MAGISTRATE (PD 14-15.019)**

**THIS ASSIGNMENT OF AGREEMENT WITH CONSENT** ("Assignment") is entered into by and among Escambia County, Florida, a political subdivision of the State of Florida, with the administrative address of 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "the County") and McConnaughay, Coonrod, Pope, Weaver & Stern, P.A., a Florida for-profit corporation, with a principal address of 1709 Hermitage Boulevard, Suite 200, Tallahassee, Florida 32308 (hereinafter referred to as "Assignor"), and John B. Trawick, P.L.L.C., a Florida for-profit professional limited liability company authorized to conduct business in the State of Florida, with a principal address of 5101 North 12<sup>th</sup> Avenue, Pensacola, Florida 32504 (hereinafter referred to as "Assignee").

**WITNESSETH:**

**WHEREAS**, on or about March 5, 2015, the County entered into an Agreement for Special Magistrate (PD 14-15.019) with McConnaughay, Duffy, Coonrod, Pope & Weaver, P.A., (hereinafter referred to as the "Agreement"); and

**WHEREAS**, per the terms of the Agreement, John B. Trawick, Esquire was designated as the person selected to perform the services of a Special Magistrate on behalf of the firm; and

**WHEREAS**, Mr. Trawick is now employed with the firm of John B. Trawick, P.L.L.C.; and

**WHEREAS**, Assignor now desires to assign all of its rights, duties and obligations under the Agreement to Assignee; and

**WHEREAS**, Assignee now desires to accept an assignment of Assignor's rights, duties, and obligations under the Agreement.

**NOW, THEREFORE, FOR AND IN CONSIDERATION** of the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, County, Assignor, and Assignee hereby agree as follows:

1. The Agreement is hereby assigned to Assignee, and Assignee accepts such assignment, and the County and Assignor consent to such assignment, subject to the terms and conditions set forth in this Assignment of Agreement. All rights, duties and obligations of Assignor under the Agreement shall become the rights, duties and obligations of Assignee immediately upon this Assignment of Agreement becoming effective.

2. County, Assignor, and Assignee agree to the assumption of the performance of the Agreement by Assignee, and to the release of Assignor from any further performance under the Agreement.

3. The Agreement and all terms and conditions therein shall remain unaltered and in full force and effect and are hereby ratified and confirmed in all respects, as hereinabove amended. Any reference in the Agreement or in any instrument, document or consideration executed or delivered pursuant to the Agreement to "this Agreement", "hereof", "hereto", and "hereunder" and similar references thereto shall be deemed and construed to be a reference to the Agreement.

4. This Assignment of Agreement will be governed by and construed in accordance with the laws of the State of Florida, without giving effect to otherwise applicable principles of conflicts of law.

5. Each individual executing this Assignment of Agreement on behalf of a corporate or governmental party represents and warrants that the individual is duly authorized to execute and deliver this Assignment of Agreement on behalf of said party, in accordance with a duly adopted action of the governing Board of said party and in accordance with applicable law, and that this Assignment of Agreement is binding upon said party in accordance with its terms.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Assignment and Amendment of Agreement on the respective dates under each signature:

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its authorized Board of County Commissioners.

ATTEST: PAM CHILDERS  
Clerk of the Circuit Court

By: [Signature]  
D. B. Underhill, Chairman

\_\_\_\_\_  
Deputy Clerk

(Seal)

[Signature]  
WITNESS  
[Signature]  
WITNESS  
Corporate Secretary

ASSIGNOR: MCCONNAUGHAY, COONROD, POPE, WEAVER & STERN, P.A. (formerly MCCONNAUGHAY, DUFFY, COONROD, POPE & WEAVER, P.A.)

By: [Signature]  
Title: Vice President  
Date: 3/30/17

[SEAL]

ASSIGNEE: JOHN B. TRAWICK, P.L.L.C.

[Signature]  
Witness  
[Signature]  
Witness

By: [Signature]  
John B. Trawick  
Date: 4/10/17

This document approved as to form and legal sufficiency

By: [Signature]  
Title: ASSOCIATE  
Date: 6/23/17

BCC Approved \_\_\_\_\_



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-12440** **County Attorney's Report** **11. 2.**  
**BCC Regular Meeting** **Action**

**Meeting Date:** 07/06/2017

**Issue:** Authorize the Scheduling of a Public Hearing to Consider Amending Section 10-11 of the Escambia County Code of Ordinances

**From:** Meredith Crawford, Assistant County Attorney

**Organization:** County Attorney's Office

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning the Scheduling of a Public Hearing to Consider Amending Chapter 10, Article I, Section 10-11 of the Escambia County Code of Ordinances relating to Dog Friendly Dining Establishments

That the Board authorize the scheduling of a Public Hearing on Tuesday, July 18, 2017, at 5:31 p.m. to consider adopting an Ordinance amending Chapter 10, Article I, Section 10-11 of the Escambia County Code of Ordinances relating to Dog Friendly Dining Establishments.

**BACKGROUND:**

Chapter 509 of Florida Statutes authorizes local governments, as an exemption to certain regulations of the Division of Hotels and Restaurants, Florida Department of Business and Professional Regulation, to allow public food service establishments licensed by the division to offer dog-friendly outdoor dining areas. Participating local governments must have procedures to accept, document, and respond to complaints, and must make timely reports to the division documenting the complaint responses and any approved exemption applications. Amending the Code of Ordinances is necessary to implement recent amendments to the Land Development Code related to dog-friendly outdoor dining.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The proposed Ordinance was drafted by Assistant County Attorney, Meredith D. Crawford, and will be advertised in the Saturday, July 8, 2017, edition of the *Pensacola News Journal*.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

A copy of the Ordinance will be filed with the Department of State.

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**Attachments**

DRAFT Ordinance

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- 44 (1) It shall be unlawful for the owner of an animal to allow his animal in public places  
45 of the county such as school grounds, school bus stops, public parks, beaches,  
46 and playgrounds.
- 47 (2) It shall be unlawful for the owner of an animal to allow his animal, whether  
48 roaming at large or on a leash or otherwise under his control, on public bathing  
49 beaches or recreational areas on that portion of Santa Rosa Island owned by and  
50 under the jurisdiction of the county or the Santa Rosa Island Authority, or on that  
51 portion of any beach, public or private, lying seaward of the coastal construction  
52 setback line for land southward of the right-of-way of State Road 292 or lying  
53 seaward of the line of vegetation for land northward of the right-of-way for State  
54 Road 292 on the portion of the county known as Perdido Key which is bordered  
55 to the west by the Alabama state line, to the south by the waters of the Gulf of  
56 Mexico, to the east by the property of the U.S. Government, and to the north by  
57 the waters of the Intracoastal Waterway.
- 58 (3) Provided, however, no animal owner shall be prohibited from permitting his  
59 animal within 50 feet of a building which the animal owner owns or leases.
- 60 (c) *Exceptions.* These restrictions relating to public places, schools, parks, beaches and  
61 recreational areas shall not apply to:
- 62 (1) Animals utilized by law enforcement agencies, while engaged in law enforcement  
63 activity.
- 64 (2) Animals trained to assist the blind or hearing impaired, provided such animal is  
65 in the company of such person.
- 66 (3) The showing and training of dogs and the use of animals in educational  
67 presentations in appropriate locations of auditoriums, schools, parks, parking  
68 lots, armories, theaters, and similar public or privately owned areas.
- 69 (4) The transportation of animals by airlines at the airport in the county.
- 70 (5) Special events as authorized by a vote of the majority of the board of county  
71 commissioners with any conditions set forth by the board as reasonable under  
72 the circumstances.
- 73 (6) Designated portions of Santa Rosa Island owned by and under the jurisdiction of  
74 the county or the Santa Rosa Island Authority as provided in section 10-25.
- 75 (7) Designated portions of Perdido Key under the jurisdiction of the county as  
76 provided in section 10-26.
- 77 (8) Animals in lawfully permitted dog-friendly dining establishments.
- 78 (d) *Female animals in season.* The owner of any female animal in heat shall keep such  
79 animal confined in a building or secure enclosure, veterinary hospital, or boarding  
80 kennel in such a manner that such female animal cannot come in contact with another  
81 animal, except for intentional breeding purposes. An owner who does not keep the  
82 female animal confined while in season shall be guilty of a civil infraction and  
83 punished as provided in section 10-23. This section shall not apply to female animals  
84 entered in organized shows.



85 (e) *Animal nuisances prohibited.* Any animal or animals which shall do any of the  
86 following are declared to be an animal nuisance:

87 (1) Molests passersby or passing vehicles.

88 (2) Attacks or threatens to attack persons or other animals.

89 (3) Trespasses on school grounds.

90 (4) Is repeatedly at large.

91 (5) Damages private or public property.

92 (6) Defecates or urinates upon the property of others.

93 (7) Repetitively barks, whines, howls or otherwise produces any noise in an  
94 excessive, continuous or untimely fashion for a period of five minutes or more  
95 except that caused by intentional human provocation.

96 (8) Has a communicable or contagious disease that is untreated or does not respond  
97 to treatment.

98 (9) Causes or emits an offensive odor which can be detected off the property of its  
99 owner.

100 (10) Is kept in a manner which causes a breeding place for flies, lice, fleas or other  
101 vermin or disease.

102 (11) Unreasonably interferes with a person's use and enjoyment of his property.

103 Any person who keeps, harbors, or maintains an animal nuisance, as defined above,  
104 shall be guilty of a civil infraction and punishable as provided in section 10-23.

105 (f) *Removal of canine waste and requirement for possession of device for removal in the*  
106 *county.*

107 (1) It shall be the duty of each person who is in the company of or responsible for a  
108 dog on areas other than the property of such person to remove any feces left by  
109 his dog on any yard, sidewalk, gutter, street, right-of-way, or other public or  
110 private place.

111 (2) It shall further be the duty of any person while in direct control of a dog to have in  
112 his possession a plastic bag or "pooper scooper" or other such device sufficient  
113 for his use in the removal of canine waste.

114 (3) Violators of this section shall be guilty of a civil infraction and punishable pursuant  
115 to section 10-23.

116 (4) This section may be enforced by the county sheriff or county animal control  
117 officers. The provisions of Rule 3.125, Florida Rules of Criminal Procedure,  
118 providing that violators of county ordinances may be served with a notice to  
119 appear, shall be applicable to violations of this section. Failure of a person  
120 receiving a notice to appear to comply with the requirements on the notice shall  
121 be deemed a separate violation of this chapter for which a warrant for the  
122 violator's arrest may be issued.

123 (g) *Animal enclosures.*

- 124 (1) The owner or keeper of an animal enclosure shall not sell, trade or give away any  
125 dog or cat, over four months of age, unless the dog or cat has been vaccinated.  
126 Appropriate records shall be maintained in accordance with F.S. § 828.31 (Laws  
127 of Fla., ch. 93-13(1993)).
- 128 (2) Animal control shall be permitted to inspect any animal enclosure, animal  
129 records, and all animals and the premises where such animals are kept at any  
130 reasonable time during normal business hours where the officer has probable  
131 cause to believe a violation of this chapter exists to ensure compliance with all  
132 provisions of this chapter.

133  
134 **SECTION 2. Severability.**

135  
136 If any section, sentence, clause, or phrase of this Ordinance is held to be invalid or  
137 unconstitutional by any Court of competent jurisdiction, then said holding shall in no way  
138 affect the validity of the remaining portions of this Ordinance.

139  
140 **SECTION 3. Inclusion in Code.**

141  
142 It is the intention of the Board of County Commissioners that the provisions of this  
143 Ordinance shall be codified as required by Section 125.68, Fla. Stat. (2016), and that the  
144 sections, subsections and other provisions of this Ordinance may be renumbered or  
145 relettered and the word "ordinance" may be changed to "section," "article," or such other  
146 appropriate word or phrase in order to accomplish such intentions.

147  
148 **SECTION 4. Effective Date.**

149  
150 This Ordinance shall become effective upon filing with the Department of State.

151  
152 DONE AND ENACTED this \_\_\_\_ day of \_\_\_\_\_, 2017.

153  
154 BOARD OF COUNTY COMMISSIONERS  
155 ESCAMBIA COUNTY, FLORIDA

156  
157 \_\_\_\_\_  
158 D. B. Underhill, Chairman

159 ATTEST: PAM CHILDERS  
160 Clerk of the Circuit Court

161 BY: \_\_\_\_\_  
162 Deputy Clerk

163  
164 (Seal)  
165 Enacted:  
166 Filed with Department of State:  
167 Effective:  
168