

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

CHAMBER RULES

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

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

AGENDA

Board of County Commissioners

Regular Meeting – September 21, 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 proclaiming October 1–7, 2017, as NATIONAL 4-H WEEK throughout Escambia County and encouraging all of our citizens to recognize the 4-H Organization for the significant impact it has made and continues to make by empowering youth with the skills they need to lead for a lifetime.

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

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.

8. 5:31 p.m. Public Hearing to Consider Adopting an Ordinance Creating Chapter 90, Article IV, Division 3, Section 90-180.5 of the Escambia County Code of Ordinances Related to the Historic Preservation Ad Valorem Tax Exemption for Property Located at 105 West Jackson Street.

Recommendation: That the Board adopt an Ordinance creating Chapter 90, Article IV, Division 3, Section 90-180.5 of the Escambia County Code of Ordinances related to the Historic Preservation Ad Valorem Tax Exemption for property located at 105 West Jackson Street.

9. Committee of the Whole Recommendation.

Recommendation: That the Board support the Alternative Sanctioning Program developed by the Florida Department of Corrections, adopt the Program, in principal, as long as it is not a budget burden, and forward it to the Public Safety Coordinating Council, with Board support, as recommended by the Committee of the Whole (C/W), at the September 14, 2017, C/W Workshop (C/W Item 5).

10. Reports:

**CLERK & COMPTROLLER'S REPORT**

Backup Not Included With The Clerk's Report Is Available For Review In  
The Office Of The Clerk To The Board  
Ernie Lee Magaha Government Building, Suite 110

I. Consent Agenda

1. Recommendation Concerning Acceptance of TDT Collection Data for the July 2017 Returns Received in August 2017

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the July 2017 returns received in the month of August 2017, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the eleventh month of collections for the Fiscal Year 2017; total collections for the month of July 2017 returns was \$1,979,352.30; this is a 3.02% increase over the July 2016 returns; total collections year to date are 6.58% more than the comparable time frame in Fiscal Year 2016.

2. Recommendation Concerning Write-off of Return Checks and Accounts Receivables

That the Board adopt, and authorize the Chairman to sign, the Resolution authorizing the write-off of \$2,345.50 of returned checks and accounts receivables in various funds of the County that have been determined to be uncollectible bad debts.

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

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

A. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held September 7, 2017;

B. Approve the Minutes of the Regular Board Meeting held September 7, 2017; and

C. Approve the Minutes of the First Public Hearing regarding the Fiscal Year 2017/2018 County-wide Budget held September 12, 2017.

## GROWTH MANAGEMENT REPORT

### I. Action/Discussion Item

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

That the Board review and approve a hold harmless agreement with Justin and Carrie Porter, for construction of a seawall at 5718 Grande Lagoon Boulevard, Parcel I.D. # 26-3S-31-2200-004-002. The agreement will serve to hold the county, its officers and employees harmless from any damages to persons or property that may result from authorized construction.

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

That the Board review and approve a hold harmless agreement with Donald and Brenda Long, for construction of a seawall at 578 Windrose Circle, Parcel I.D. # 59-2S-30-2180-012-001. The agreement will serve to hold the county, its officers and employees harmless from any damages to persons or property that may result from authorized construction.

3. Recommendation Concerning an At-Large Appointment to the Planning Board

That the Board take the following action concerning a two-year, at-large appointment to the Escambia County Planning Board:

A. Appoint Andrew DeMartin effective September 21, 2017, through September 20, 2019;

OR

B. Appoint James Hunt effective September 21, 2017, through September 20, 2019;

OR

C. Appoint Jerry Siddall effective September 21, 2017, through September 20, 2019;

OR

D. Appoint Alan Gray effective September 21, 2017, through September 20, 2019;

OR

E. Appoint Keith Swilley effective September 21, 2017, through September 20, 2019.

4. Recommendation Concerning the Discussion of Family Conveyance

That the Board review, discuss and provide guidance to staff to address the Family Conveyance provisions in the LDC.

## COUNTY ADMINISTRATOR'S REPORT

### I. Technical/Public Service Consent Agenda

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

That the Board accept for filing with the Board's Minutes, the Florida Forest Service Annual Report to the Escambia County Board of Commissioners for Fiscal Year 2016-2017, submitted by Adam Parden, Forest Area Supervisor, Division of Forestry.

2. Recommendation Concerning Scheduling a Public Hearing Regarding the Fiscal Year 2017 Edward Byrne Memorial Justice Assistance Grant Program: Local Solicitation - Derek Whidden, Grants Coordinator, Escambia County Sheriff's Office

That the Board authorize the scheduling of a Public Hearing on October 5th, 2017, at 5:32 p.m., for the purpose of receiving public comments concerning the Edward Byrne Memorial Justice Assistance Grant (JAG) Program, Fiscal Year 2017 Local Solicitation Project funding.

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

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

4. Recommendation Concerning Reappointments to the Building Services Department Inspections Fund Advisory Board (IFAB) - Tim Tolbert, Building Official/Department Director

That the Board take the following action concerning the reappointments to the Building Services Department Inspections Fund Advisory Board (IFAB):

A. Waive the Board's Policy, Section I, Part B.1.(D), Appointment Policy and Procedures; and

B. Reappoint the following two members for a three-year term, effective October 1, 2017, through September 30, 2020;

1. Bobby B. Price, Jr., Builder, Bob Price, Jr. Builder, Inc.; and
2. William L. Merrill, P.E., Professional Engineer.

5. Recommendation Concerning Certificate of Public Convenience and Necessity for the Provision of Advanced Life Support Services in Escambia County, Florida - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning Certificate of Public Convenience and Necessity:

A. Approve the issuance of a Certificate of Public Convenience and Necessity for provision of Advanced Life Support services in Escambia County, Florida, with noted limitations, to Shands Teaching Hospitals d/b/a UF Health ShandsCair, effective September 21, 2017, through December 31, 2018; and

B. Authorize the Chairman to execute the Certificate of Public Convenience and Necessity.

6. Recommendation Concerning Certificates of Public Convenience and Necessity for the Provision of Advanced Life Support and/or Basic Life Support Services in Escambia County, Florida - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning Certificates of Public Convenience and Necessity:

A. Approve the issuance of a Certificate of Public Convenience and Necessity for provision of Advanced Life Support and/or Basic Life Support services in Escambia County, Florida, with noted limitations, to Atmore Ambulance, Inc., Escambia County Public Safety Department, Lifeguard Ambulance Service of Florida, LLC., Rocky Mountain Holdings, LLC., dba Air Methods Corporation, and Sacred Heart Children's Hospital, effective January 1, 2018, through December 31, 2018; and

B. Authorize the Chairman to execute the Certificate of Public Convenience and Necessity for each Agency.

7. Recommendation Concerning Community Redevelopment Agency Meeting Minutes, August 17, 2017- Tonya Gant, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the August 17, 2017, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

8. Recommendation Concerning the Scheduling and Advertising of a Public Hearing to Consider Adoption of the Oakfield Redevelopment Trust Fund Ordinance - Tonya Gant, Neighborhood & Human Services Department Director

That the Board ratify the following September 21, 2017, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), authorizing the scheduling and advertising of a Public Hearing for Thursday, November 30, 2017, at 5:32 p.m., for consideration to adopt an Ordinance of Escambia County, Florida creating Volume I, Chapter 46, Article VI, Section 46-293, of the Escambia County Code of Ordinances relating to the establishment and funding for a Redevelopment Trust Fund pursuant to Section 163.387, Florida Statutes, for Oakfield Redevelopment District projects; providing for short title; providing for legislative findings; providing for definitions; providing for establishment of Redevelopment Trust Fund; providing for funding of Redevelopment Trust Fund; providing for disposition of monies upon expiration of the Fiscal Year; providing for independent audit; providing for severability; providing for inclusion in the code; providing for an effective date.

9. Recommendation Concerning the Scheduling and Advertising of a Public Hearing to Consider Adoption of the Oakfield Redevelopment Plan - Tonya Gant, Neighborhood & Human Services Department Director

That the Board ratify the following September 21, 2017, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), authorizing the scheduling and advertising of a Public Hearing for Thursday, November 30, 2017, at 5:31 p.m., for consideration to adopt of the Oakfield Redevelopment Plan, as requested by the Community Redevelopment Agency.

10. Recommendation Concerning the Information Technology Use Agreement - Shawn Fletcher, Information Technology Department Director

That the Board take the following action concerning the Information Technology Use Agreement (ITUA), which will be replacing the current Computer Equipment Usage Policy:

A. Rescind the Boards' action of May 4, 2006, adopting a revised Computer Equipment Usage Policy, Section II B17 of the Escambia County Board of County Commissioners' Policy Manual;

B. Adopt the Information Technology Use Agreement, which will set forth the policies and procedures with respect to Internet, Computer E-mail, and Information Resources and will give specific and general authority to the Escambia County Information Technology Department (IT); and

C. Appoint the Information Technology Department Director and the Human Resources Department Director to serve as the officials to facilitate adherence to the policies outlined in the Agreement.

11. Recommendation Concerning the Request for Disposition of Property for the Tax Collector's Office - Scott Lunsford, CPM, CFC, Tax Collector

That the Board approve the three Request for Disposition of Property Forms for the Tax Collector's Office. The Request Forms have been signed by all applicable authorities.

12. Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for a Fireworks Display for a Wedding Reception at the Portofino Island Resort on Pensacola Beach on September 30, 2017 - Tim Tolbert, Building Official/Department Director

That the Board review and approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance regarding Pensacola Beach, allowing the number of sound decibels to exceed 65 dbA (when measured by a sound level meter at or within the property boundary of the receiving land use), for a fireworks display at a wedding reception to be held at Portofino Island Resort and launched from a floating platform near the Portofino Pier on Pensacola Beach, on Saturday, September 30, 2017, from 9:45 p.m., to 9:55 p.m.

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

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

14. Recommendation Concerning Scheduling a Public Hearing for the Fiscal Year 2017 Proposed Grant Application for Mass Transit Projects - Mike Crittenden, Mass Transit Department Director

That the Board authorize the scheduling of a Public Hearing for 5:31 p.m., on October 5, 2017, for the purpose of receiving comments from the general public concerning the Fiscal Year 2016-2017 proposed Grant Application by Escambia County Area Transit (ECAT), for Mass Transit Projects for Federal Transit Administration (FTA), Section 5307 Funds, Operating and Capital.

15. Recommendation Concerning Authorization for Access and Signature for the Transit Award Management System - Mike Crittenden, Mass Transit Department Director

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

A. Approve and authorize the Chairman to sign the Designation of Signature Authority for the TrAMS memo; and

B. Authorize the Mass Transit Director to obtain a Personal Identification Number (PIN) so that the Director may, on behalf of Escambia County, Florida, file and execute applications and documents required for Federal Transit Administration (FTA) Grants.

16. Recommendation Concerning a Reappointment to the Merit System Protection Board - Eric Kleinert, Human Resources Department Director

That the Board approve the reappointment of Reverend Gene Hudson to the Board of County Commissioners' seat on the Merit System Protection Board, to serve a two-year term, effective October 1, 2017, through September 30, 2019.

Escambia County's Community & Media Relations Office posted a General Alert on the County's website from August 11, 2017, to August 25, 2017, to announce that the Board of County Commissioners was seeking Escambia County residents interested in volunteering to be considered for an appointment to the MSPB. Reverend Hudson's Resume is the only Resume that was received for consideration.

## II. Budget/Finance Consent Agenda

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

That the Board adopt the Resolution authorizing the write-off of \$3,534,483.21, in Accounts Receivable that have been recorded in the Emergency Medical Service Fund of Escambia County and have been determined to be uncollectible bad debts.

This Resolution allows an accounting transaction to be recorded and in no way should be construed to be a forgiveness of debt. This Resolution includes write-offs from Emergency Medical Services (EMS) Ambulance Billings for the third quarter of Fiscal Year 2016-2017 for 7,620 accounts that have been through all phases of the billing and collection cycles, to include all primary and secondary insurance filing, private pay processing pre-collection letter(s), and/or referral to the secondary collection agency.

2. Recommendation Concerning Fiscal Year 2017/2018 Purchase Orders in Excess of \$50,000 for the Public Safety Department - Michael D. Weaver, Public Safety Department Director

That the Board approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, based upon previously-awarded Contracts, Contractual Agreements, or annual requirements, as provided, for the Public Safety Department, for Fiscal Year 2017/2018.

3. Recommendation Concerning a Change Order to Ward International Trucks, LLC, for the Public Safety Department's Ambulance Fleet Repair and Maintenance - Michael D. Weaver, Public Safety Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order Number 2, adding funds for the repair and maintenance of the Public Safety Department's ambulance fleet through the balance of the Fiscal Year:

Department:	Public Safety
Division:	Emergency Medical Services
Type:	Addition
Amount:	\$50,000
Vendor:	Ward International Trucks, LLC
Project Name:	N/A
Contract:	N/A
Purchase Order #:	170564
Change Order #:	2
Original Award Amount:	\$49,000
Cumulative Amount of Change Orders through this CO:	\$301,000
New PO Total:	\$350,000

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

4. Recommendation Concerning the Employee Assistance Program - Eric Kleinert - Human Resources Department Director

That the Board take the following action concerning the Employee Assistance Program (PD 16-17.049):

A. Approve, subject to Legal review and sign-off, the award of a Contract to Behavioral Health Services, Inc., for the County's Employee Assistance Program (PD 15-16.049), effective October 1, 2017, for a period of 39 months based on current enrollment, for all eligible employees and their dependents. The Agreement allows for all eligible members to receive three free visits per calendar year, training for supervisors, and a supervisor referral process; and

B. Authorize the County Administrator to sign, subject to Legal review and sign-off, an Agreement for Employee Assistance Program Services between Behavioral Health Services, Inc., and Escambia County (the Agreement is being reviewed and will be signed after the approval by the Board).

**THE AGREEMENT WILL BE DISTRIBUTED UNDER SEPARATE COVER.**

[Funding Source: Fund 501, Internal Service Fund, Cost Center 150106, Object Code 53401]

5. Recommendation Concerning CRA Safe Neighborhood Areas Street Lighting Project Contracts - Tonya Gant, Neighborhood & Human Services Department Director

That the Board ratify the following September 21, 2017, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia Community Redevelopment Agency (CRA), concerning the Community Redevelopment Agency (CRA) Safe Neighborhood Areas Street Lighting Project Contracts:

A. Approving the Gulf Power Company Contract for Street and General Area Lighting Service Rate Schedule within the Carriage Hills & Creekside Oaks Safe Neighborhood Area for \$41,513.56;

B. Approving the Gulf Power Company Contract for Street and General Area Lighting Service Rate Schedule within the Wedgewood & Rolling Hills Safe Neighborhood Area for \$175,764;

C. Approving the Gulf Power Company Contract for Street and General Area Lighting Service Rate Schedule within the Avondale Safe Neighborhood Area for \$13,211.68;

D. Approving the Gulf Power Company Contract for Street and General Area Lighting Service Rate Schedule within the Lincoln Park & Detroit Boulevard Safe Neighborhood Area for \$19,842.76;

E. Approving the Gulf Power Company Contract for Street and General Area Lighting Service Rate Schedule within the Cantonment Phase 2 Safe Neighborhood Area for \$98,062.56; and

F. Authorizing the Chairman or Vice Chairman to sign the Contracts.

[Funding: Fund 101, Safe Neighborhood Program, Cost Center 370104]

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

That the Board ratify the following September 21, 2017, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the cancellation of the Residential Rehab Grant Program Liens:

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

<b>Property Owners</b>	<b>Address</b>	<b>Amount</b>
Charles H., Jr. and Elizabeth J. Wimberly	8 Rowland Court	\$6,000
Peggy S. Helms	115 Southeast Kalash Road	\$1,365
Catherine R. Belk	416 Greve Road	\$1,525
Angelina Stallworth	803 Massachusetts Avenue	\$3,647
Sarah Conner	808 Lucerne Avenue	\$2,367
Alice M. Ripley	4 Northwest Kalash Road	\$1,200
Robert E. Wailes, Jr. and Linda L. Wailes	217 Bryant Road	\$1,792
Linda L. Suermann	3 Northwest Kalash Road	\$1,575

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

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

That the Board ratify the following September 21, 2017, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Sign Grant Program Funding Agreement for the property located at 211 East Nine Mile Road:

A. Approving the Commercial Sign Grant Program Funding Agreement between Escambia County CRA and Frauenshuh Hospitality Group of FL, LLC, owner of commercial property located at 211 East Nine Mile Road, Pensacola, Florida, in the Ensley Redevelopment District, in the amount of \$2,000, representing an in-kind match through the Ensley Tax Increment Financing (TIF), Fund 151, Cost Center 370119, and/or Neighborhood Enterprise Division (NED) 2013 Community Development Block Grant (CDBG), Fund 129, Cost Center 370218, to install a new sign; and

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

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

That the Board ratify the following September 21, 2017, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the eight Residential Rehab Grant Program Funding and Lien Agreements:

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

1. The Agreements between Escambia County CRA and Geoffrey M. Brown, owner of residential property located at 26 Kennington Drive, Warrington Redevelopment District, each in the amount of \$1,995, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to replace roof;
2. The Agreements between Escambia County CRA and Susan A. Burroughs, owner of residential property located at 214 Bill Place, Warrington Redevelopment District, each in the amount of \$1,950, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to replace roof;
3. The Agreements between Escambia County CRA and Ryan W. Gerke and Britney G. Hiras, owners of residential property located at 4 Greve Court, Warrington Redevelopment District, each in the amount of \$1,815, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, for sanitary sewer connections;
4. The Agreements between Escambia County CRA and Gloria Gilbert, owner of residential property located at 109 South Jamaica Street, Warrington Redevelopment District, each in the amount of \$2,348, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to install new windows;
5. The Agreements between Escambia County CRA and John T. Harp, owner of residential property located at 1103 North Old Corry Field Road, Brownsville Redevelopment District, each in the amount of \$5,036, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370113, to install new windows and storm shutter installation;
6. The Agreements between Escambia County CRA and Cheryl J. Holbert, owner of residential property located at 208 West Sunset Avenue,

Warrington Redevelopment District, each in the amount of \$1,760, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, for sanitary sewer connections;

7. The Agreements between Escambia County CRA and Richard B. Page, owner of residential property located at 307 South First Street, Warrington Redevelopment District, each in the amount of \$3,588 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to replace roof; and

8. The Agreements between Escambia County CRA and Glen C. Sefcik, owner of residential property located at 307 Lakewood Road, Barrancas Redevelopment District, each in the amount of \$4,537, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, to replace roof; and

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

9. Recommendation Concerning Food Service Supplies for the Escambia County Road Prison - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the Chairman to sign the Indefinite Quantity, Indefinite Delivery Agreements between Escambia County, Florida, and Sysco Gulf Coast, Inc., and between Escambia County and The Merchants Company, Inc., per the terms and conditions of PD 16-17.024, Food Service Supplies for the Escambia County Road Prison, based on pricing provided by each firm.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 290202, Road Prison Care and Custody, Object Code 55201, Operating Supplies]

10. Recommendation Concerning the Contract Award for Beach Haven NE Phase I CEI - 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 Mott MacDonald Florida, LLC, per the terms and conditions of PD 16-17.053, Beach Haven NE Phase I CEI, for a lump sum amount of \$574,908.73.

[Funding: Fund 352 LOST III, Cost Center 210107, Object Code 56301, Project # 08EN0272]

11. Recommendation Concerning Approval of the State Aid to Libraries Grant Agreement - Todd Humble, Library Services Department Director

That the Board approve the Florida Department of State, Division of Library and Information Services, State Aid to Libraries Grant Agreement between the State of Florida, Department of State, and Escambia County Board of Commissioners (BCC), for and on behalf of West Florida Public Libraries:

A. Approve the State Aid to Libraries Grant Agreement between the State of Florida, Department of State and Escambia County Board of Commissioners (BCC), for and on behalf of West Florida Public Library System;

B. Authorize the Chairman of the BCC to sign the Agreement with Section (37) Mandated Conditions, that "This Agreement shall be construed, performed and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.";

C. Authorize the Chair of the West Florida Public Libraries Board of Governance to sign the Agreement; and

D. Authorize the Clerk of the Court to sign the Agreement.

[Funding: The State Aid to Libraries Program provides annual funding to eligible recipients for the operation and maintenance of public libraries. The funds will be included in the Fiscal Year 2017/2018 Annual Budget for the West Florida Public Libraries when received. Fiscal Year 2017/2018 Estimated Grants Appropriation to benefit Escambia County is estimated to be \$145,431]

12. Recommendation Concerning Supplemental Budget Amendment #211 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #211, Local Option Sales Tax Fund (352), in the amount of \$500,000, to recognize a Grant from the State of Florida Department of Environmental Protection (FDEP), and to appropriate these funds to provide financial assistance for the Escambia County Innerarity Water and Sewer Upgrade Project.

13. Recommendation Concerning Purchase Orders in Excess of \$50,000 for Fiscal Year 2017-2018 for Various Divisions of the Corrections Department - Tammy Jarvis, Corrections Department Director

That the Board, for Fiscal Year 2017-2018, approve the issuance of blanket and/or individual purchase orders in excess of \$50,000, as provided, based upon previously-awarded contracts, contractual agreements, annual requirements, or bids in process for the various divisions of the Corrections Department.

14. Recommendation Concerning Utilization of the Second of Two Possible One-Year Extensions Providing for Part-Time Physician Services With Dr. George A. Smith, M.D. - Tammy Jarvis, Corrections Department Director

That the Board approve the utilization of the second of two possible one-year extensions provided for under Section 2 of the Agreement for Physician Services with Dr. George A. Smith, M.D., for part-time physician services.

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

15. Recommendation Concerning Utilization of the First of Two Possible One-Year Extensions Provided for in the Agreement Relating to Inmate Phone Services for the Escambia County Jail, PD 13-14.064 - Tammy Jarvis, Corrections Department Director

That the Board approve the utilization of the first of two possible one-year extensions provided for under Section 2 of the Agreement relating to Inmate Phone Services for the Escambia County Jail covered by PD 13-14.064.

[Funding: This is a revenue Agreement benefiting the Jail's Inmate Welfare Fund, Fund 111]

16. Recommendation Concerning Utilization of the Second of Two Possible One-Year Extensions Provided for in the Agreement for Chaplain Services with New Vision Worship Center of Northwest Florida, Inc. - Tammy Jarvis, Corrections Department Director

That the Board approve the utilization of the second of two possible one-year extensions provided for under Section 2 of the Agreement for Chaplain Services with New Vision Worship Center of Northwest Florida, Inc.

[Funding: Fund 111, Detention/Jail Commissary, Cost Center 290406]

17. Recommendation Concerning Utilization of the Second of Two Possible One-Year Extensions Provided for in the Agreements Related to the Inmate Haircare Services at the Escambia County Jail - Tammy Jarvis, Corrections Department Director

That the Board approve the utilization of the second of two possible one-year extensions provided for under Section 2 of the following Agreements for inmate haircare services at the Escambia County Jail:

A. Agreement for Barbering Services between Leron Burnett and Escambia County, Florida, Board approved September 5, 2013;

B. Agreement for Services between Velma Cannon and Escambia County, Florida, Board approved September 5, 2013; and

C. Agreement for Services between Yvonne Pelzer and Escambia County, Florida, Board approved September 5, 2013.

[Funding: Fund 111, Detention/Jail Commissary, Cost Center 290406]

18. Recommendation Concerning the Fourth Amendment to the Agreement for Inmate Food Service PD 13-14.065 - Tammy Jarvis, Corrections Department Director

That the Board approve and authorize the Chairman to sign, the Fourth Amendment to Agreement for Inmate Food Service PD 13-14.065, between Escambia County, Florida, and Aramark Correctional Services, LLC, which provides the food service for the Escambia County Jail and the Escambia County Work Release Facility. The Amendment increases the price per meal by \$0.018 effective October 1, 2017, and will bring the total price per meal from \$0.8234 to \$0.8414 for both the Escambia County Jail and the Escambia County Work Release Facility.

[Funding is available to cover this increased cost in General Fund 001, Detention Cost Center 290401, Object Code 53401; and Misdemeanor Probation Fund 114, Residential Probation Cost Center 290305, Object Code 53401]

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

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

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

20. Recommendation Concerning a Speed Limit Reduction for Trellis Lane, Natherly Drive, and Massena Drive - Joy D. Blackmon, P.E., Public Works Department Director

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

A. Adopt the Resolution establishing the speed limit for the reduction in speed on Trellis Lane, Natherly Drive, and Massena Drive, from 30 miles per hour to 25 miles per hour; and

B. Authorize the Chairman to sign the Resolution.

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

These roads are located in District 1, and the Commissioner's Office has been notified.

21. Recommendation Concerning the Innerarity Island Development Corporation Water System - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action:

A. Approve and authorize the Chairman to sign the First Amendment to the Interlocal Agreement Between Escambia County, Florida, and Emerald Coast Utilities Authority (ECUA) Relating to a Potable Water System Improvement Project on Innerarity Island;

B. Approve and authorize the County Administrator to execute the following Change Order to Emerald Coast Utilities Authority; and

Department:	Public Works
Division:	Transportation and Traffic
Type:	Addition
Amount:	\$230,000
Vendor:	Emerald Coast Utilities Authority
Project Name:	IIDC Water System
Contract:	N/A
PO#:	171024
CO#:	1
Original Contract Award:	\$580,000.00
Cumulative Amount of Change Orders Through this CO:	\$230,000.00
New Contract Amount:	\$810,000.00

C. Approve and Authorize the Chairman to sign the Florida Department of Environmental Protection (FDEP) Agreement Number S0878, Escambia County, Amendment Number 2, which includes the following changes:

1. Task 1 Design and Permitting is being changed from \$45,000 to \$223,800, which is based on actual expenses and Change Order for water system and inclusion of sewer design;

2. Task 2 Construction is being changed from \$758,000 to \$844,495, which is based on the completed design, Change Order and owner-directed purchase, and remaining additional funds from \$500,000 award to be used for water and sewer construction;

3. Task 3 Administration, Operation, and Repair of Water and Wastewater

System is being changed from \$180,000 to \$166,000, which is based on historical charges by the City of Gulf Breeze and with the understanding that the City of Gulf Breeze will operate and maintain the system through January 2019;

4. Task 4 Construction Engineering Inspection (CEI) Services is being changed from \$17,000 to \$108,520 for actual expenses, Change Order, and future sewer construction engineering inspections; and

5. Task 5 Equipment Purchase was added in the amount of \$157,185 for the purchase of sewer-related items.

[Funding Source: Fund 352, LOST III - IIDC Water and Sewer Project, Cost Center 110211, Object Code 56301, Project #16PF3502. This cost center will be increased from \$1,000,000 to \$1,500,000 through a Supplemental Budget Amendment at the September 21, 2017, BCC meeting]

22. Recommendation Concerning a Change Order to BKW, Inc., for the Shadow Grove Subdivision Drainage 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 BKW, Inc. for the Shadow Grove Subdivision Drainage Improvement Project:

Department:	Public Works
Division:	Engineering/Infrastructure Division
Type:	Addition
Amount:	\$1,314,800.88
Vendor:	BKW, Inc.
Project Name:	Shadow Grove Subdivision Drainage Improvements
Contract:	PD 15-16.099
PO#:	170793
CO#:	2
Original Contract Award:	\$1,071,051.81
Cumulative Amount of Change Orders Through this CO:	\$1,348,902.70
New Contract Total:	\$2,419,954.51

[Funding Source: Fund 112, "Disaster Recovery Fund," Cost Center 330493, Object Code 54612/56301, Project #ESDPW09]

23. Recommendation Concerning Extensions of Contracts with Gulf Coast Traffic Engineers for Traffic Related Services - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action:

A. Approve the Amendment to Contract (PD 13-14.084 - Install, Refurbish, and Removal of Pavement Markings and Associated Items) with Gulf Coast Traffic Engineers, Inc., per the contract terms for a period of six months;

B. Approve the Amendment to Contract (PD 13-14.085 - Install, Furnish, and Removal of Signs) with Gulf Coast Traffic Engineers, Inc., per the contract terms for a period of six months; and

C. Authorize the Chairman to sign the Amendments and any future documentation related to such, subject to legal sign-off.

[Funding source: Funds are available in Fund 175, Transportation, Trust Fund, Cost Center 211201, Object Code 53101, Professional Services]

24. Recommendation Concerning the Renewal of Contracts between Escambia County, Florida and Ingram Signalization, Inc. - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action:

A. Review and approve the renewal for Contract PD 15-16.088 (Traffic Signal Response and Maintenance) with Ingram Signalization, Inc., for 12 months;

B. Review and approve the renewal for Contract PD 15-16.089 (Street and Navigation Lighting Maintenance and Repair) with Ingram Signalization, Inc., for 12 months;

C. Review and approve the renewal for Contract PD 15-16.090 (Traffic Signal Construction) with Ingram Signalization, Inc., for 12 months; and

D. Authorize the Chairman to sign any documentation necessary to permit the 12-month Contract renewals.

[Funding source: Fund 167/175, Bob Sikes/Transportation Trust Fund, Cost Center 140302/211201, Object Code 54601/546901]

25. Recommendation Concerning the Acceptance of a Drainage Easement for the Rebel Road Drainage Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the acceptance of a Drainage Easement from D.R. Horton, Inc., for the Rebel Road Drainage Project:

A. Accept the donation of a drainage easement located at the end of Oak Haven Road, from D.R. Horton, Inc.;

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

C. Authorize the payment of incidental expenditures associated with the recording of the Drainage Easement document; and

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

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

26. Recommendation Concerning the Issuance of Fiscal Year 2017/2018 Purchase Orders in Excess of \$50,000, for the Facilities Management Department - Robert E. Dye, Facilities Management Interim Department Director

That the Board, for the Fiscal Year 2017/2018, approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, based upon previously-awarded Contracts, Contractual Agreements or annual requirements for the Facilities Management Department, as follows:

	Vendor/Contractor	Amount	Contract Number
A.	Blue Arbor, Inc. Vendor Number: 023818 Temporary Labor Services  Fund: 001 (General) Cost Center: 310202 (Facilities Management/Custodial) Amount: \$135,000	\$135,000	PD 14-15.041
B.	Engineered Cooling Services, Inc. Vendor Number: 051168 Central Energy Plant Maintenance  Fund: 001 (General) Cost Center: 310203 (Facilities Management/Maintenance) Amount: \$110,040  Fund: 113 (Library) Cost Center: 110502 (Library/Maintenance) Amount: \$10,200	\$120,240	PD 13-14.058
C.	Panhandle Humbaugh Elevators, Inc. Vendor Number: 160125 Elevator Maintenance  Fund: 001 (General) Cost Center: 310203 (Facilities Management/Maintenance) Amount: \$58,000  Fund: 113 (Library) Cost Center: 110502 (Library/Maintenance) Amount: \$7,000	\$65,000	PD 12-13.056

27. Recommendation Concerning ACE Privacy Protection® Privacy & Network Liability Insurance - Robert Dye, Manager, Risk Management Office

That the Board approve the payment to USI Insurance Services, LLC, in the amount of \$23,049, for Privacy and Network Liability insurance, written through New Markets Insurance Agency, as representative for Illinois Union Insurance Company, for the period of October 1, 2017, through September 30, 2018.

[Funding: Fund 501, Internal Service, Cost Center 140835, Object Code 54501]

28. Recommendation Concerning Contract Award for Jackson Creek Floodplain Restoration and Expansion - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Volkert, Inc., per the terms and conditions of PD 16-17.044, Jackson Creek Floodplain Restoration and Expansion Project, for a lump sum of \$123,430.04, and optional services of \$115,118.83, for a maximum total of \$238,548.87.

[Funding: Fund 118, Gulf Restoration Fund, Cost Center 222002, NFWF #45901 Bayou Chico Grant]

29. Recommendation Concerning General Liability, and Professional (Medical Malpractice) Insurance for the Jail - Robert Dye, Manager, Risk Management Office

That the Board take the following action concerning insurance for the Escambia County Jail:

A. Approve the payment to USI Insurance Services, LLC, for the combined General Liability - Professional Criminal Justice Service Operations Insurance Policy, written through AB Risk (Wholesale Broker) and issued by Brit Global Specialty USA, effective October 1, 2017, through September 30, 2018, in the amount of \$513,870, with a \$100,000 deductible; and

B. Approve the payment to USI Insurance Services, LLC, for the Professional Liability (Medical Malpractice) Insurance Policy, written through AB Risk (Wholesale Broker) and issued through Pro-Praxis Insurance and underwritten by Certain Underwriters at Lloyd's, effective October 1, 2017, through September 30, 2018, in the amount of \$69,335, with a \$50,000 deductible until an inner aggregate limit of \$105,000 is reached at which time the deductible is \$15,000.

[Funding: Fund 501, Internal Service, Cost Center 140835, Object Code 54501]

30. Recommendation Concerning the Provision of Security Services at the Entrances of the M.C. Blanchard Judicial Center and the Theodore F. Bruno Juvenile Justice Center - Will Moore, Chief Deputy Court Administrator, Court Administration

That the Board approve and authorize the Chairman to sign, subject to Legal sign-off, the Agreement for Security Officer Services between Escambia County, Florida, and Dynamic Security, Services, Inc., for Security Officer Services at the entrances for the following locations: the M.C. Blanchard Judicial Center and the Theodore F. Bruno Juvenile Justice Center.

[Funding: Fund 115, Court Security Article V, Cost Center 410505, Object Code 53401, Other Contractual Services]

31. Recommendation Concerning Amendment of Agreement, PD 15-16.039, Insurance Brokerage Services - Paul Nobles, Purchasing Manger, Office of Purchasing

That the Board approve and authorize the County Administrator to execute the Amendment of Agreement for Insurance Brokerage Services (PD 15-16.039) between Escambia County, Florida, and USI Insurance Services, LLC, providing for an adjustment of the Consultant's annual fee from \$90,000 to \$130,000 annually.

[Funding: Fund 501, Internal Services Fund, Cost Center 140835, Object Code 54501]

32. Recommendation Concerning General Lines Insurance Agent (PD 15-16.039) - Robert Dye, Manager, Risk Management Office

That the Board approve the payment to USI Insurance Services, LLC, in the amount of \$130,000, in accordance with PD 15-16.039, General Lines Insurance Agent, as amended, for the period of October 1, 2017, through September 30, 2018.

[Funding: Fund 501, Internal Service, Cost Center 140835, Object Code 54501]

33. Recommendation Concerning the Issuance of Fiscal Year 2017-2018 Purchase Orders, in Excess of \$50,000, for the Mass Transit Department - Mike Crittenden, Mass Transit Department Director.

That the Board approve the issuance of blanket and/or individual Purchase Orders, in excess on \$50,000 for the Fiscal Year 2017-2018, based upon previously-awarded contracts, contractual agreements, or annual requirements, as provided, for the Mass Transit Department.

The issuance of these Purchase Orders during the first week of October 2017 is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia County.

34. Recommendation Concerning the Emergency Contract between the Florida Department of Transportation and Escambia County Board of County Commissioners [Escambia County Area Transit (ECAT)] to Provide Emergency Transportation/Evacuation Assistance during Hurricane Irma - Mike Crittenden, Mass Transit Department Director

That the Board approve the Emergency Contract (H-Contract) between the State of Florida Department of Transportation (FDOT) and Escambia County Board of County Commissioners [Escambia County Area Transit (ECAT)] to provide Emergency Transportation/Evacuation Assistance during Hurricane Irma and authorize the Chairman to sign the Agreement.

35. Recommendation Concerning the Approval of the Proposed Organizational Chart for Escambia County Area Transit - Jack R. Brown, County Administrator

That the Board approve the proposed Organizational Chart for Escambia County Area Transit and establish the positions in the Fiscal Year 2017-2018 Budget.

[Funding: Fund 104, Mass Transit, Operations Cost Center 211210, Pensacola Beach Trolley 211211, UWF Trolley 211212]

### III. For Discussion

1. Recommendation Concerning Authorization for the Acquisition of Property Located at 3201 West Navy Boulevard - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action:

A. Accept the counteroffer for the property located at 3201 West Navy Boulevard for \$930,000, which is the approved offer amount, less \$50,000 toward the cost to cure environmental issues; and

B. Authorize staff to draft the Contract for Sale and Purchase for the acquisition of real property located at 3201 West Navy Boulevard and bring the executed Contract to the Board for final approval.

[Funding Source: Fund 352, Local Option Sales Tax III, Cost Center 110267, Project 17PF3753]

2. Recommendation Concerning the Longleaf Drive Roadway Widening Project, from State Road 297 (Pine Forest Road) to Kemp Road - Joy D. Blackmon, P.E., Public Works Department Director

That the Board consider the Longleaf Drive Roadway Widening Project, from State Road 297 (Pine Forest Road) to Kemp Road, as a County (local) Project for future project management and administration and construction.

[Funding source: Funds for this project are available in Fund 352, "LOST III," Cost Center 210107, Project #08EN0078, in the amount of \$13,912,856.49]

3. Recommendation Concerning Workers' Compensation Insurance Renewal - Robert Dye, Manager, Risk Management Office

That the Board approve one of the following options concerning the Workers' Compensation Insurance Renewal:

A. Approve the payment to the Florida Municipal Insurance Trust for the Workers' Compensation Insurance renewal for Escambia County, effective October 1, 2017, through September 30, 2018, in the amount of \$939,360 with a \$100,000 per occurrence deductible; or

B. Approve the payment to the Florida Municipal Insurance Trust for the Workers' Compensation Insurance renewal for Escambia County, effective October 1, 2017, through September 30, 2018, in the amount of \$1,911,259 with a \$25,000 per occurrence deductible.

[Funding: Fund 501, Internal Service, Cost Center 140834, Object Code 54501]

4. Recommendation Concerning Approving a Design Change Order at no Cost to the County for OLF-X Phase II Changes Based on the Proposed Alternative Resolution, as Provided by Baskerville-Donovan, Inc. - Jack R. Brown, County Administrator

That the Board approve and authorize the County Administrator to sign a Design Change Order at no cost to the County for OLF-X Phase II Airfield Design Drawings and Specifications Changes, based on the following proposed alternative resolution, as provided by Baskerville-Donovan, Inc.:

A. Baskerville-Donovan, Inc., will provide the Phase II Airfield design revisions and updates as outlined in Exhibit "H" at no cost to the County;

B. The Board agrees to rescind its action for payment from Baskerville-Donovan, Inc., in the amount of \$462,658.92, as outlined in the letter dated June 23, 3017;

C. The Board will allow Baskerville-Donovan, Inc., direct or indirect communication with the Navy to provide clarity regarding the design changes and updates listed in Exhibit "H";

D. Baskerville-Donovan, Inc., will not be held responsible for the Phase I Contractor's demobilization resulting in his inability to complete the project on-time, which may result in further damages, potential delays regarding a Land Swap with the Navy and County or impacts on any agreements for subsurface mineral rights associated with the project completion; and

E. Baskerville-Donovan, Inc., will maintain the Construction Engineering Inspection (CEI) services in their current contract for all Phases of OLF-X.

5. Recommendation Concerning - Approval of an Implementing Agreement between the ATU Local 1395 and Escambia County – Amy Lovoy, Assistant County Administrator

That the Board approve, subject to legal sign-off, the Implementing Agreement between the ATU Local 1395 and Escambia County that does the following:

- The County will employ all employees in the bargaining unit represented by ATU Local 1395 at ECAT in a temporary status for a period not to exceed 6 months.
- The County will voluntarily recognize ATU Local 1395 as the exclusive collective bargaining representative for all these employees, and the ATU Local 1395 will take all necessary steps to become certified with the Florida Public Employees Relations Commission (PERC).
- The County will act in good faith to establish a private nonprofit corporation for the employment of these employees such that these employees will be covered by the National Labor Relations Act.
- The County will employ those represented by the ATU Local 1395 under the same terms and conditions of the Collective Bargaining Agreement between First Transit and the ATU Local 1395 with the following exceptions
  - Said employees shall not have the right to strike during this temporary employment.
  - Said employees shall be covered under the County's existing health, dental, vision and life insurance plans at the same rates paid by all other County employees.
  - These Employees will be covered under the County's Worker's Compensation Plan.
  - The County will make contributions to the ATU Local 1395's 457 plan at the same contribution rates as provided in the Collective Bargaining Agreement.
  - If the County wishes to receive federal funding under the Urban Mass Transportation Act, the County will agree to be bound by the existing Section 13c agreement, and the ATU Local 1395 does not agree to waive any of their rights under the Section 13c Agreement.
  - Both parties agree to hold transitional meetings monthly to discuss the progress on the creation of the nonprofit corporation.

**BACKUP TO BE DISTRIBUTED UNDER A SEPARATE COVER**

## COUNTY ATTORNEY'S REPORT

### I. For Action

#### 1. Recommendation Concerning Approval of Settlement of the Administrative Claim of the Estate of Cedrick Lee Henderson

That the Board take the following action:

A. Approve a settlement payment of \$225,000.00 to Denise Palmer, Personal Representative of the Estate of Cedrick Lee Henderson, in exchange for the execution of a mediated settlement agreement and general release, with the first \$107,500 to be paid by the County per applicable deductibles and the remainder to be paid by insurance proceeds; and

B. Ratify and approve the terms and conditions of the mediated settlement agreement and general release.

[Funding: Internal Service, 501 Fund have been set to fund the deductible portion of the settlement.]

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



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

AI-12895

Proclamations 6.

**BCC Regular Meeting**

Meeting Date: 09/21/2017

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 proclaiming October 1–7, 2017, as NATIONAL 4-H WEEK throughout Escambia County and encouraging all of our citizens to recognize the 4-H Organization for the significant impact it has made and continues to make by empowering youth with the skills they need to lead for a lifetime.

**BACKGROUND:**

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

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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## **Attachments**

National 4-H Week

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## PROCLAMATION

**WHEREAS**, 4-H is America's largest youth development organization, having supported almost six million youth across the country thus far; and

**WHEREAS**, 4-H has helped 4,300 youth in Escambia County to become confident, independent, resilient, and compassionate leaders; and

**WHEREAS**, 4-H is delivered by Cooperative Extension – a community of more than 100 public universities across the nation that provides experiences where young people learn by doing hands-on projects in areas including health, science, agriculture, and citizenship; and

**WHEREAS**, National 4-H Week showcases the incredible experiences that 4-H offers young people and highlights the remarkable 4-H youth in Escambia County who work each day to make a positive impact on those around them; and

**WHEREAS**, 4-H's network of 600,000 volunteers and 3,500 professionals provides caring and supportive mentoring to all 4-H'ers, helping them to grow into true leaders, entrepreneurs, and visionaries.

**NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, hereby proclaims October 1–7, 2017, as NATIONAL 4-H WEEK throughout Escambia County and encourages all of our citizens to recognize the 4-H Organization for the significant impact it has made and continues to make by empowering youth with the skills they need to lead for a lifetime.

### BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

\_\_\_\_\_  
*Douglas Underhill, Chairman, District Two*

*Jeff Bergosh, Vice Chairman, District One*

*Lumon J. May, District Three*

*Grover C. Robinson, IV, District Four*

*Steven Barry, District Five*

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

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

Adopted: September 21, 2017



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

AI-12897

Public Hearings 8.

**BCC Regular Meeting**

**Meeting Date:** 09/21/2017

**Issue:** 5:31 p.m. Public Hearing to Consider Adopting An Ordinance Related to the Historic Preservation Ad Valorem Tax Exemption

**From:** Bobbie Ellis-Wiggins, Assistant County Attorney

**Organization:** County Attorney's Office

**CAO Approval:**

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**RECOMMENDATION:**

5:31 p.m. Public Hearing to Consider Adopting an Ordinance Creating Chapter 90, Article IV, Division 3, Section 90-180.5 of the Escambia County Code of Ordinances Related to the Historic Preservation Ad Valorem Tax Exemption for Property Located at 105 West Jackson Street.

Recommendation: That the Board adopt an Ordinance creating Chapter 90, Article IV, Division 3, Section 90-180.5 of the Escambia County Code of Ordinances related to the Historic Preservation Ad Valorem Tax Exemption for property located at 105 West Jackson Street.

**BACKGROUND:**

At its September 7, 2017, the Board approved setting a public hearing creating Chapter 90, Article IV, Division 3, Section 90-180.5 of the Escambia County Code of Ordinances which authorizes ad valorem tax exemptions for certain qualifying improvements to County historic properties. The owner of property located at 105 West Jackson Street has made improvements certified by the UWF Historic Trust as consistent with the criteria of such ad valorem tax exemption and has applied for an exemption effective January 1, 2017, through December 31, 2026.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The proposed ordinance was drafted by Assistant County Attorney Bobbie Ellis-Wiggins and advertised in the *Pensacola News Journal* on Saturday, September 9, 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 CREATING CHAPTER 90, ARTICLE IV, DIVISION 3, SECTION 90-180.5 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES ESTABLISHING AN AD VALOREM TAX EXEMPTION FOR ONE HUNDRED PERCENT (100%) OF THE ASSESSED VALUE OF ALL IMPROVEMENTS TO THE HISTORIC PROPERTY AT 105 WEST JACKSON STREET, PENSACOLA, FLORIDA; PROVIDING A FINDING THAT THE IMPROVEMENTS TO PROPERTY AT 105 WEST JACKSON STREET MEET THE AD VALOREM TAX EXEMPTION REQUIREMENTS ESTABLISHED BY SECTION 196.1997, FLORIDA STATUTES, AS AMENDED; PROVIDING A FINDING THAT THE IMPROVEMENTS TO PROPERTY AT 105 WEST JACKSON STREET MEET THE AD VALOREM TAX EXEMPTION REQUIREMENTS ESTABLISHED BY CHAPTER 90, ARTICLE IV, DIVISION 3, SECTIONS 90-171 TO 90-180 (ORD. 94-23) OF THE ESCAMBIA COUNTY CODE OF ORDINANCES; PROVIDING FOR A DURATION OF THE EXEMPTION; PROVIDING A FINDING THAT THE QUALIFYING IMPROVEMENTS HAVE BEEN SUBSTANTIALLY COMPLETED PRIOR TO DECEMBER 31, 2016; ESTABLISHING A REQUIREMENT THAT THE QUALIFYING IMPROVEMENTS BE MAINTAINED DURING THE EXEMPTION PERIOD; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, Section 196.1997, Florida Statutes as amended, and Chapter 90, Article IV, Division 3, Sections 90-171 to 90-180 of the Escambia County Code of Ordinances authorize ad valorem tax exemptions for certain qualifying improvements to County historic properties; and

**WHEREAS**, Belinda Russell, the owner of the property at 105 West Jackson Street (Property), Pensacola, Florida, has applied for an ad valorem tax exemption for improvements to such property; and

**WHEREAS**, the Property was constructed around 1889 and referenced in the National Register of Historic Places Inventory Nomination for the North Hill Preservation District as "The Barn"; and

**WHEREAS**, The University of West Florida Historic Trust certifies that the Property meets the criteria established in Chapter 90, Article IV, Division 3: the Property is consistent with the Secretary of the Interior's Standards for Rehabilitation, the Property meets criteria established in rules adopted by the department of state, and costs for renovation to the Property exceed \$5,000.00 in actual expenditures; and

**WHEREAS**, the structure at 105 West Jackson Street possesses characteristics of historical significance; and

**WHEREAS**, Escambia County desires to encourage historic preservation of such significant structures through the exemption from certain ad valorem taxes imposed by the County.

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

**Section 1.** Chapter 90, Article IV, Division 3, Section 90-180.5 of the Escambia County Code of Ordinances is hereby created to read as follows:

**Sec. 90-180.5. Belinda Russell Exemption.**

(a) **Applicant.** The applicant for this ad valorem tax exemption is the owner, Belinda Russell, and the applicant requests an ad valorem tax exemption for certain improvements to the Property located at 105 West Jackson Street, Pensacola, Florida.

(b) **Findings of Fact.** The Board of County Commissioners of Escambia County, Florida finds that pursuant to the University of West Florida Historic Trust certification and recommendation, the improvements to the Property meet the qualifications for an ad valorem tax exemption as established by Chapter 90, Article IV, Division 3, Section 90-171 to 90-180 of the Escambia County Code of Ordinances and Section 196.1997, Florida Statutes, as amended. Further, the Board of County Commissioners of Escambia County, Florida finds that the qualifying improvements were substantially completed prior to December 31, 2016.

(c) **Grant of Exemption.** After consideration of the certification and recommendation of the University of West Florida Historic Trust and in accordance with the procedures set forth in Chapter 90, Article IV, Division 3, Sections 90-171 to 90-180 of the Escambia County Code of Ordinances, the Historic Properties Tax Exemption Ordinance (Ord. No. 94-23), the Board of County Commissioners grants and establishes, effective January 1, 2017, and for ten (10) years thereafter, an exemption from Board of County Commissioners assessed ad valorem taxation of one hundred percent (100%) of the assessed value of all improvements to the Property resulting from the restoration, renovation, or rehabilitation thereof. This exemption is based on the qualifying improvements being substantially completed on or before December 31, 2017.

(d) **Duration.** The ad valorem tax exemption granted by this Ordinance shall remain in effect for ten (10) years, which period shall commence on January 1, 2017, and expire at midnight on December 31, 2026. The exemption granted by this Ordinance shall remain in effect regardless of any later change in the authority of the County to grant such exemptions or any change in ownership of the property; provided however, the new owner shall continue to remain in compliance with this Ordinance.

(e) **Limitation.** In order to retain the exemption, the historic character of the property and those improvements, which qualified the property for this exemption, must be maintained over the period for which the exemption has been granted. A violation of this section shall result in the nullification of this exemption. Further, the owner must execute a Historic Preservation Property Tax Exemption Covenant which certifies the character of the property and that its qualifying improvements shall be maintained during the exemption period.

(f) **Ad Valorem Tax Revenues.** The total assessed value in 2014 for the Property before renovations was \$340,197: \$248,697 for improvements and \$91,500 for land. The schedule of values by Bucco Construction Company LLC reflects \$644,926 in renovation costs for the Property. Based on the \$644,926 increase in value of improvements, the estimated total ad valorem exemption is approximately \$193,001, which is approximately \$1,350 per year for the 10-year exemption period depending on the millage rate.

**Section 2. Severability.** If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

**Section 3. Inclusion in the Code.** It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Escambia County Code; and that the sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section", "article", or such other appropriate word or phrase in order to accomplish such intentions.

**Section 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 DEPARTMENT OF STATE:  
EFFECTIVE DATE:

Approved as to form and legal  
sufficiency.

By/Title: B. Ellis W. ACA  
Date: 09/11/17



# 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-12910**

**9.**

## **BCC Regular Meeting**

**Meeting Date:** 09/21/2017

**Issue:** Committee of the Whole Recommendation

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

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### **Recommendation:**

Committee of the Whole Recommendation.

Recommendation: That the Board support the Alternative Sanctioning Program developed by the Florida Department of Corrections, adopt the Program, in principal, as long as it is not a budget burden, and forward it to the Public Safety Coordinating Council, with Board support, as recommended by the Committee of the Whole (C/W), at the September 14, 2017, C/W Workshop (C/W Item 5).

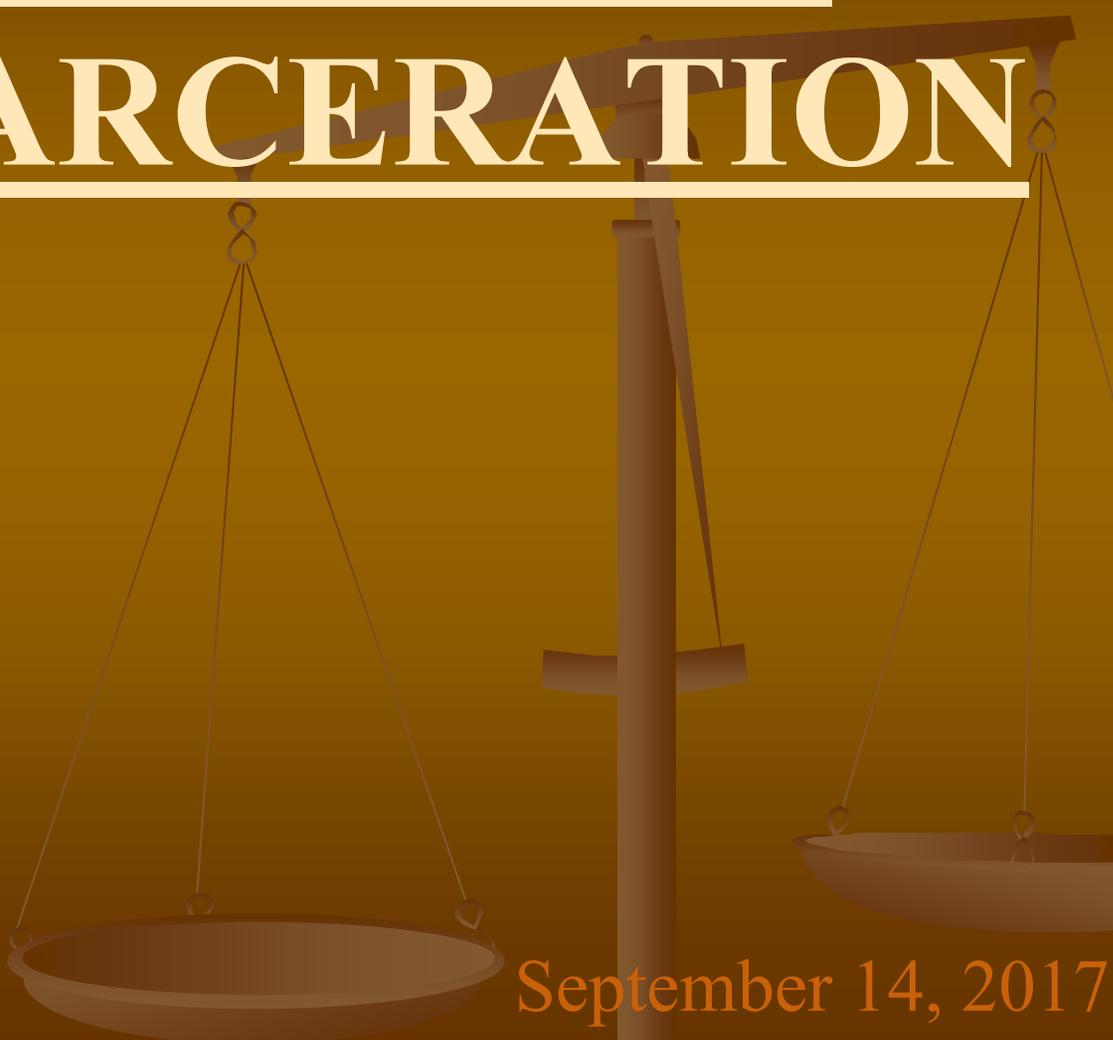
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### **Attachments**

PowerPoint Alternatives to Incarceration

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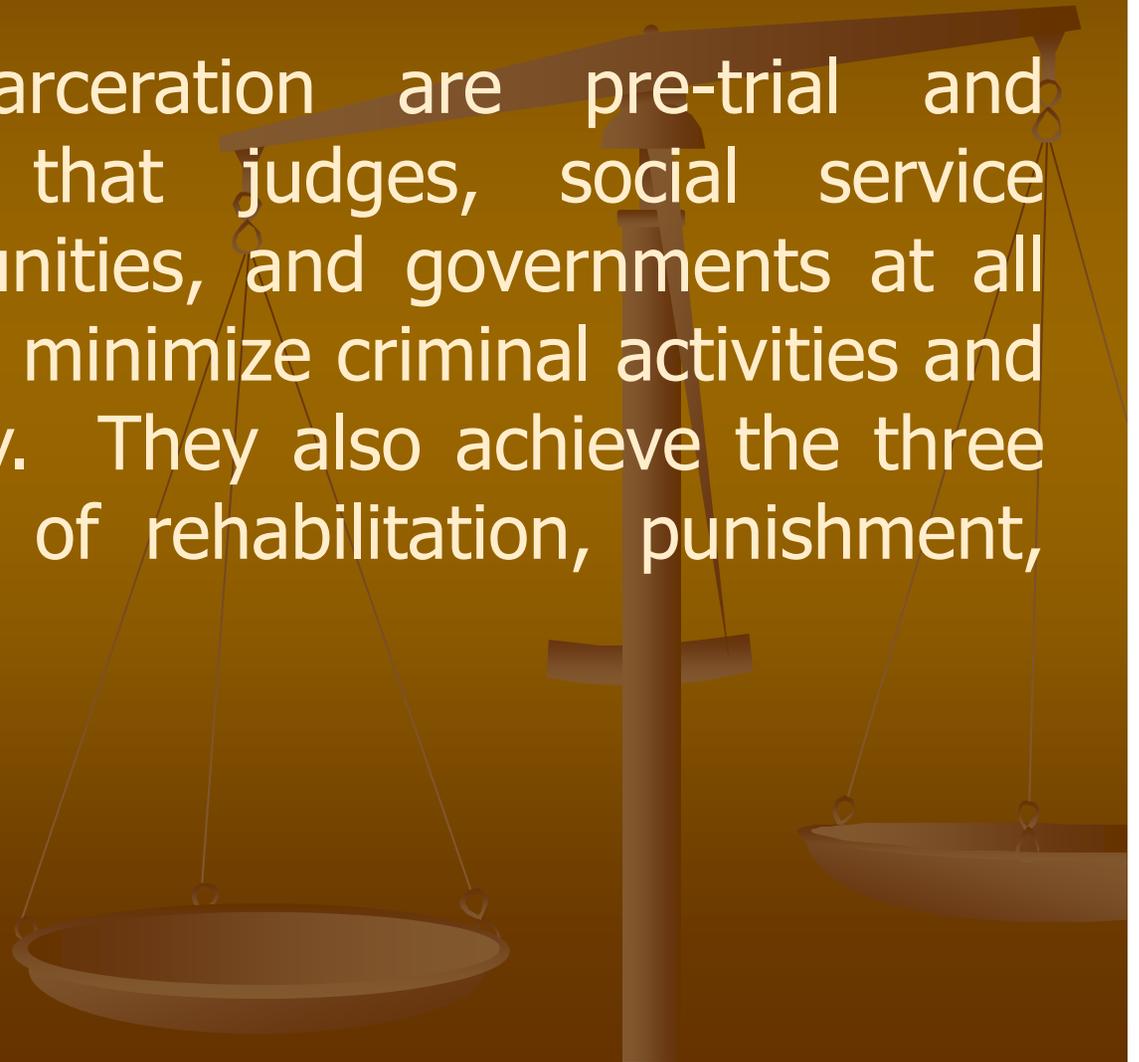
# ALTERNATIVES TO INCARCERATION



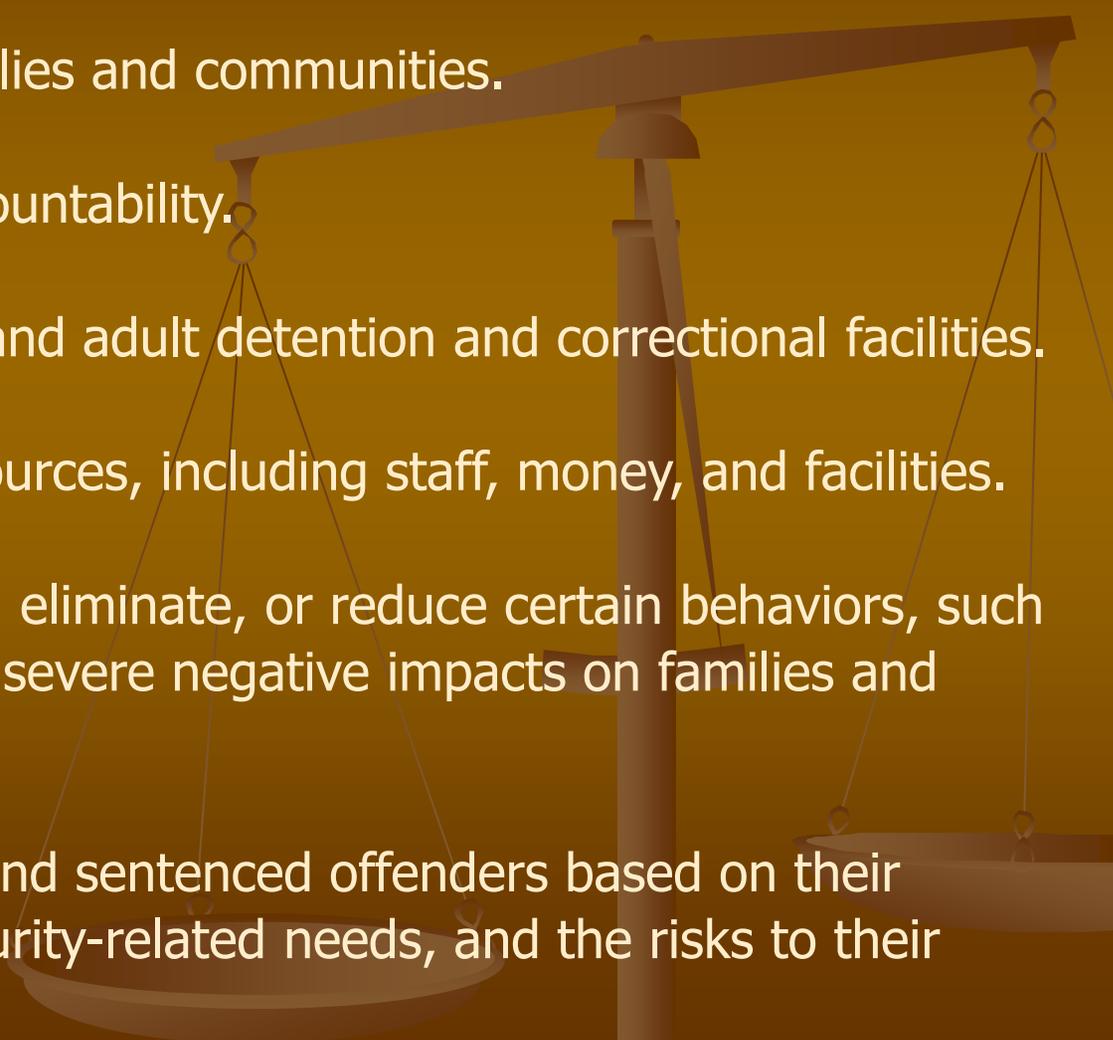
September 14, 2017

# Alternatives to Incarceration

Alternatives to incarceration are pre-trial and sentencing options that judges, social service professionals, communities, and governments at all levels can use to help minimize criminal activities and enhance public safety. They also achieve the three justice system goals of rehabilitation, punishment, and deterrence.

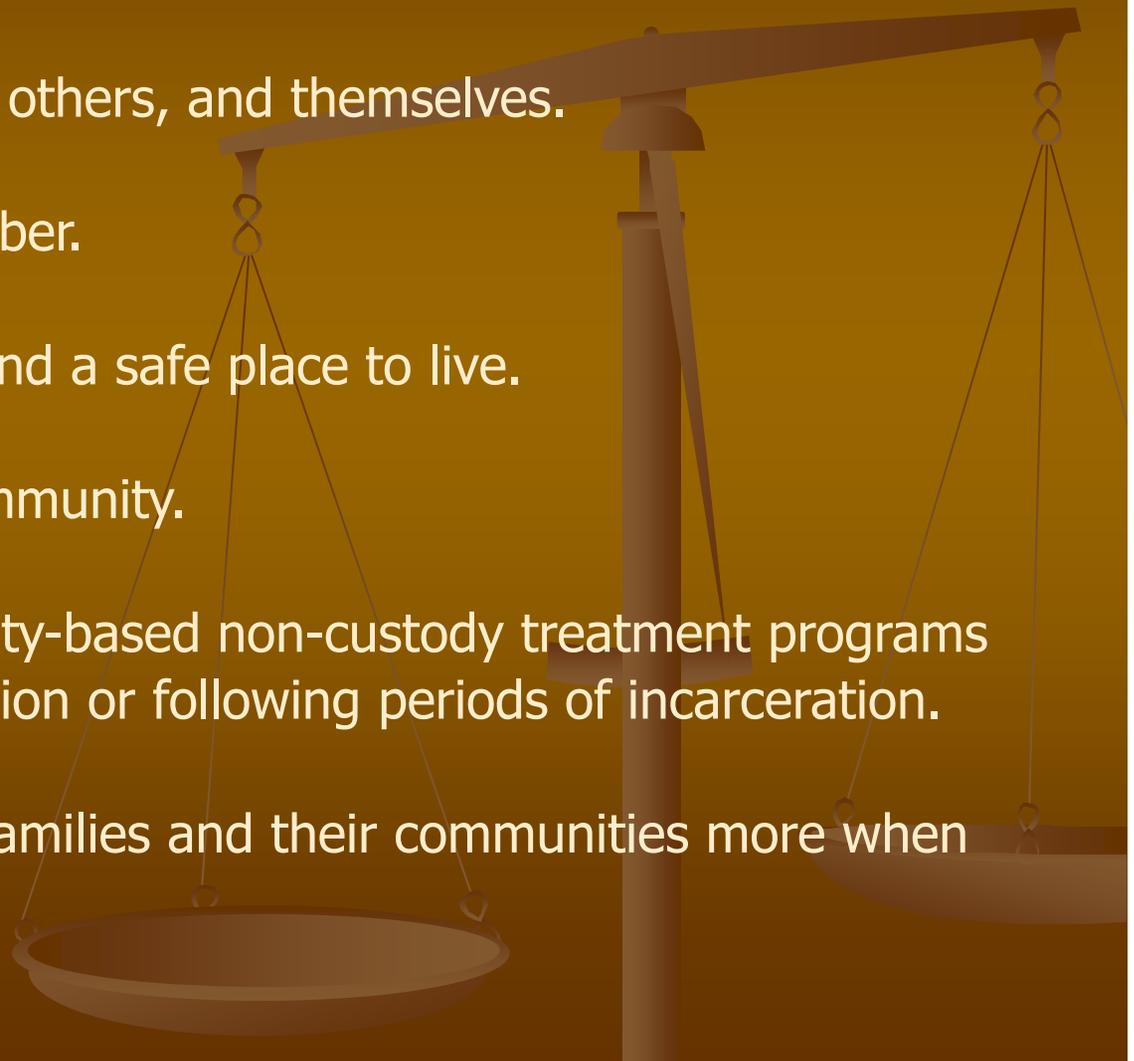


# Benefits of Alternatives to Incarceration

- Provides individuals services to address the underlying causes of criminal behavior.
  - Minimizes disruptions to families and communities.
  - Encourages stability and accountability.
  - Reduces the use of juvenile and adult detention and correctional facilities.
  - Helps to manage limited resources, including staff, money, and facilities.
  - Provides services to mitigate, eliminate, or reduce certain behaviors, such as drug use, which can have severe negative impacts on families and communities.
  - Addresses needs of alleged and sentenced offenders based on their particular treatment and security-related needs, and the risks to their victims and the community.
- 

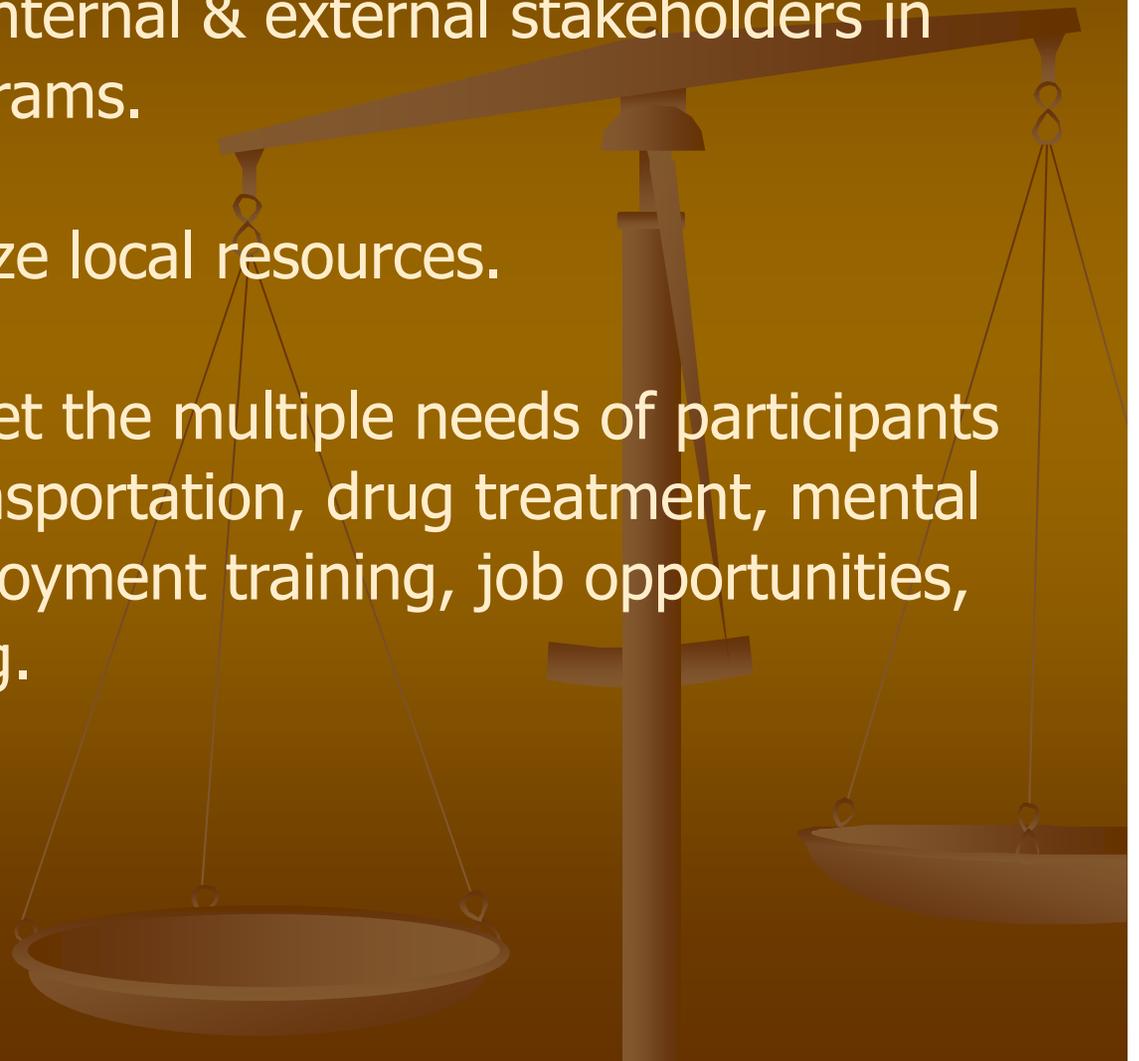
The alleged and convicted offenders who are best served by alternatives to incarceration are pre-sentenced alleged offenders and sentenced offenders who:

- Pose a low risk of harming others, and themselves.
- Are sober or want to be sober.
- Have a supportive family and a safe place to live.
- Are unlikely to flee the community.
- May benefit from community-based non-custody treatment programs either instead of incarceration or following periods of incarceration.
- May be able to help their families and their communities more when not incarceration.



# How to Create Buy-In

- Involve community, internal & external stakeholders in development of programs.
- Evaluate and maximize local resources.
- Ensure programs meet the multiple needs of participants such as housing, transportation, drug treatment, mental health services, employment training, job opportunities, and family counseling.

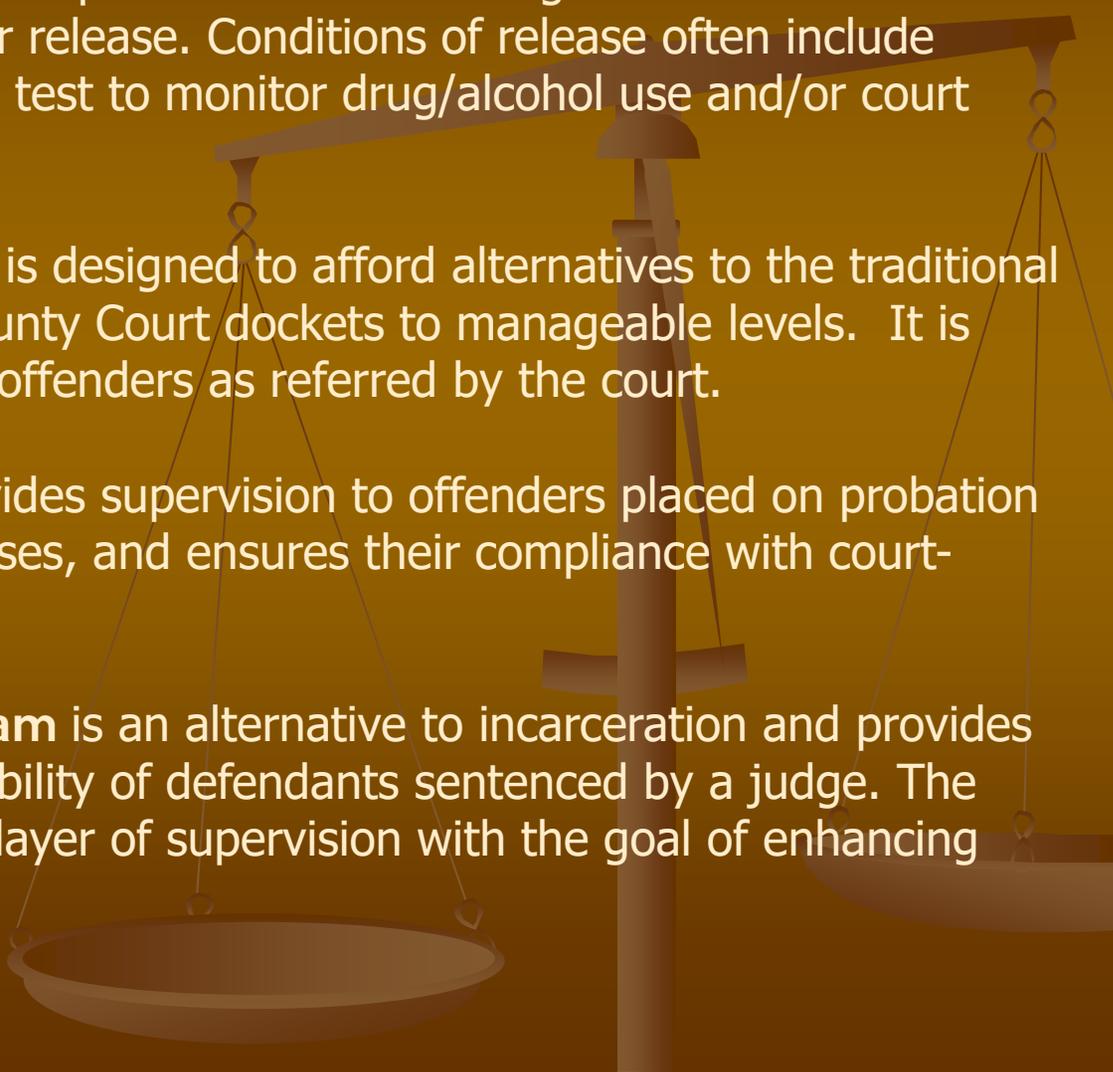


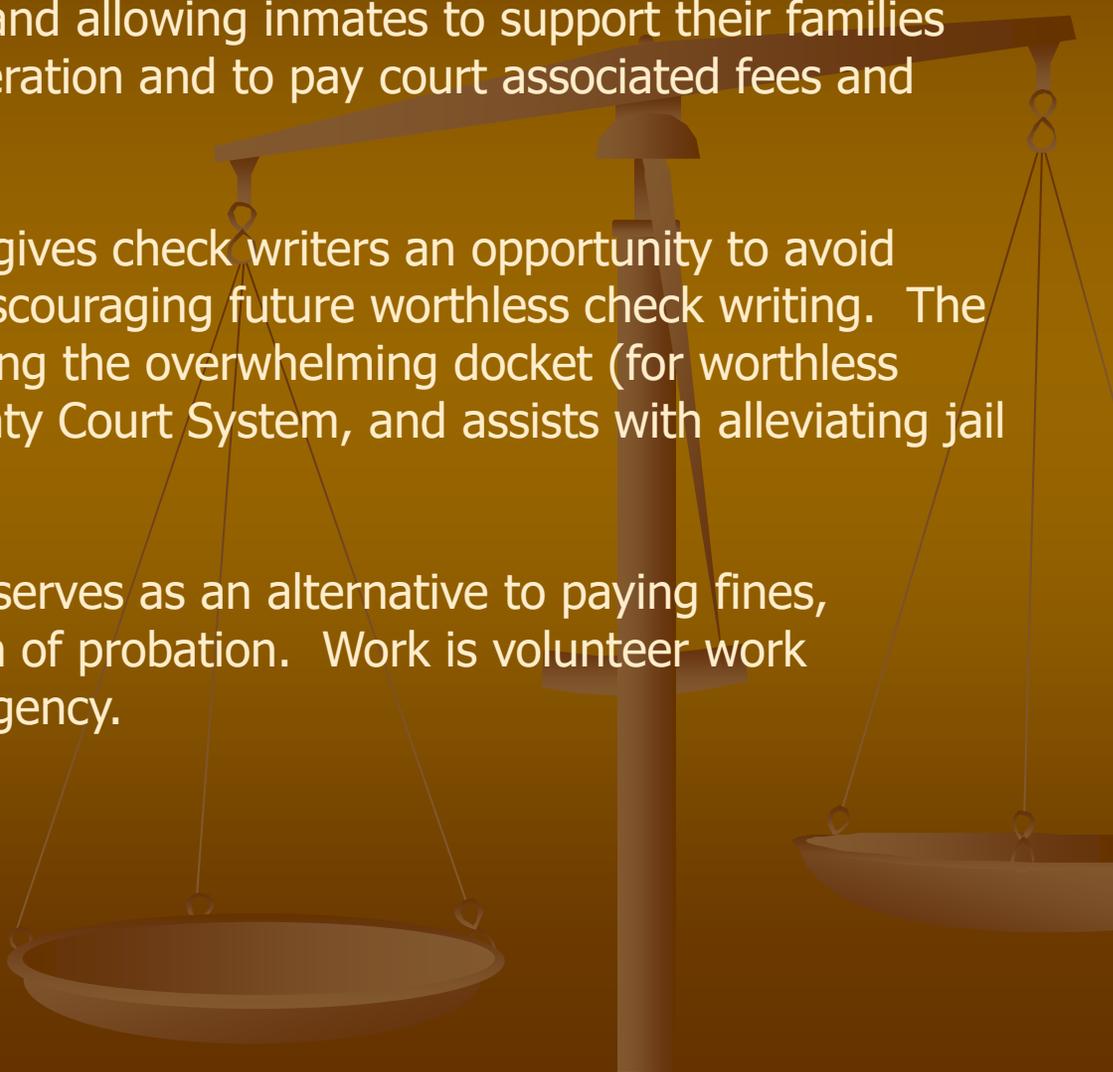
# PROGRAMS OFFERED IN ESCAMBIA COUNTY

- Pre-Trial Release Program
- Pre-Trial Diversion Program
- Misdemeanor Probation
- Electronic Monitoring
- Work Release Program
- Check Diversion Program
- Community Service Work Program



# ABOUT OUR PROGRAMS

- **Pre-Trial Release Program** is responsible for monitoring defendants to ensure they meet the conditions of their release. Conditions of release often include random urinalysis and/or breath test to monitor drug/alcohol use and/or court ordered electronic monitoring.
  - **Pre-Trial Diversion Program** is designed to afford alternatives to the traditional court disposition and reduce County Court dockets to manageable levels. It is most often utilized by first time offenders as referred by the court.
  - **Misdemeanor Probation** provides supervision to offenders placed on probation for traffic or misdemeanor offenses, and ensures their compliance with court-ordered sanctions.
  - **Electronic Monitoring Program** is an alternative to incarceration and provides structure, control, and accountability of defendants sentenced by a judge. The Program also provides an extra layer of supervision with the goal of enhancing public safety in the community.
- 

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- **Work Release Program** offers inmates an opportunity to continue/maintain employment while incarcerated. The goals of the program include reducing participants' recidivism rates and allowing inmates to support their families financially during their incarceration and to pay court associated fees and fines.
  - **Check Diversion Program** gives check writers an opportunity to avoid criminal charges as well as discouraging future worthless check writing. The program also assists in reducing the overwhelming docket (for worthless checks) of the Escambia County Court System, and assists with alleviating jail overcrowding.
  - **Community Service Work** serves as an alternative to paying fines, incarceration or as a condition of probation. Work is volunteer work performed at an authorized agency.

## MONTHLY AVERAGE NUMBER OF DEFENDANTS UNDER SUPERVISION ON A DAILY BASIS



	June 2017
Pre-Trial Release Program	1221
Pre-Trial Diversion Program	899
Misdemeanor Probation	1073
Electronic Monitoring Program	130
Work Release Program	73
Check Diversion Program	38
Community Service Work Program	1154

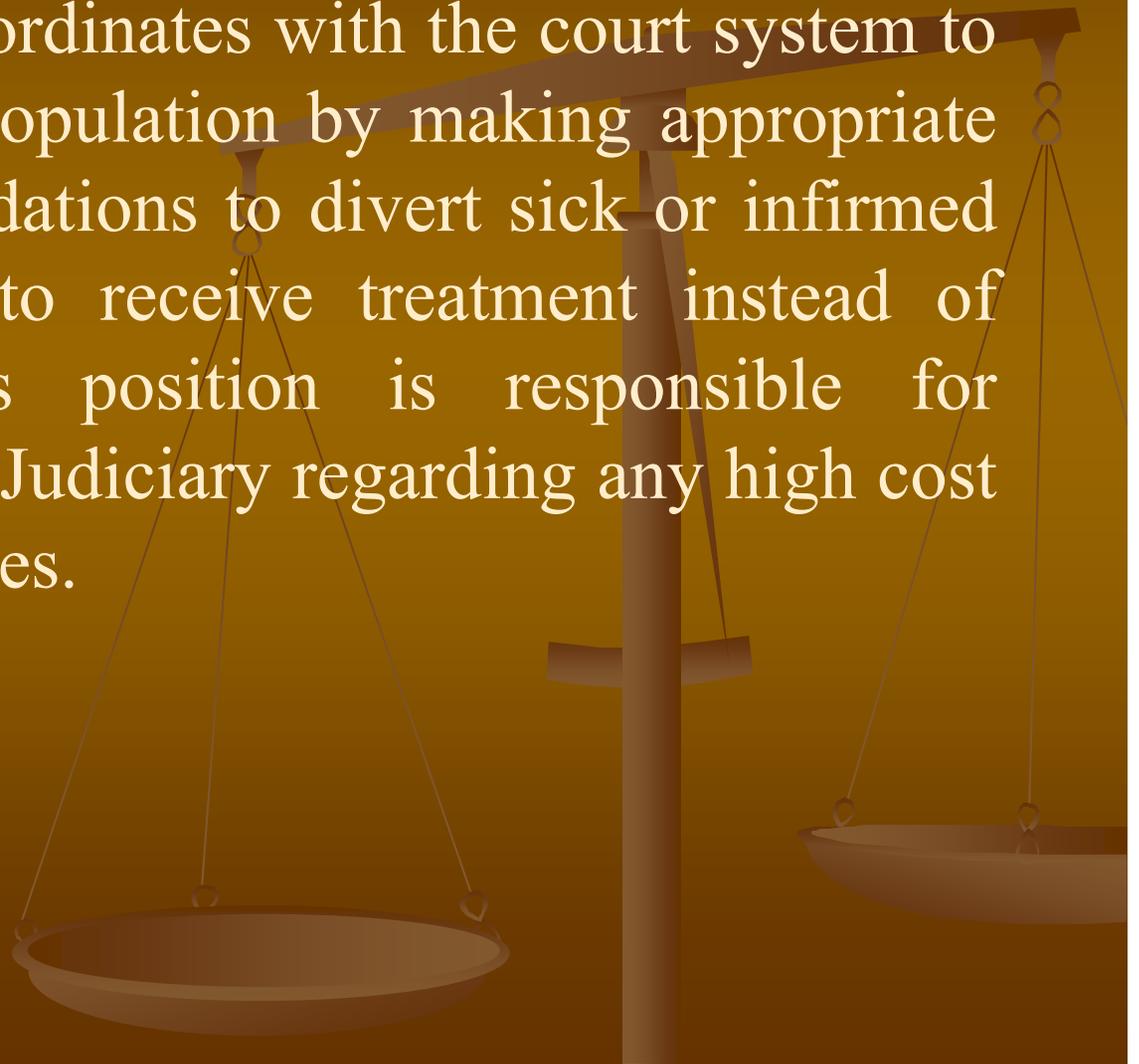
- The following programs can be court ordered by the Judges to provide offenders with services and treatment to address their specific needs:

- Pathways for Change
- Drug Court
- Mental Health Court
- Veterans Court



- **Court Liaison:**

The Court Liaison coordinates with the court system to help reduce the jail population by making appropriate placement recommendations to divert sick or infirmed inmates out of jail to receive treatment instead of incarceration. This position is responsible for coordinating with the Judiciary regarding any high cost and/or high risk inmates.



# Jail Assistance Grant:

Grant = \$50,000

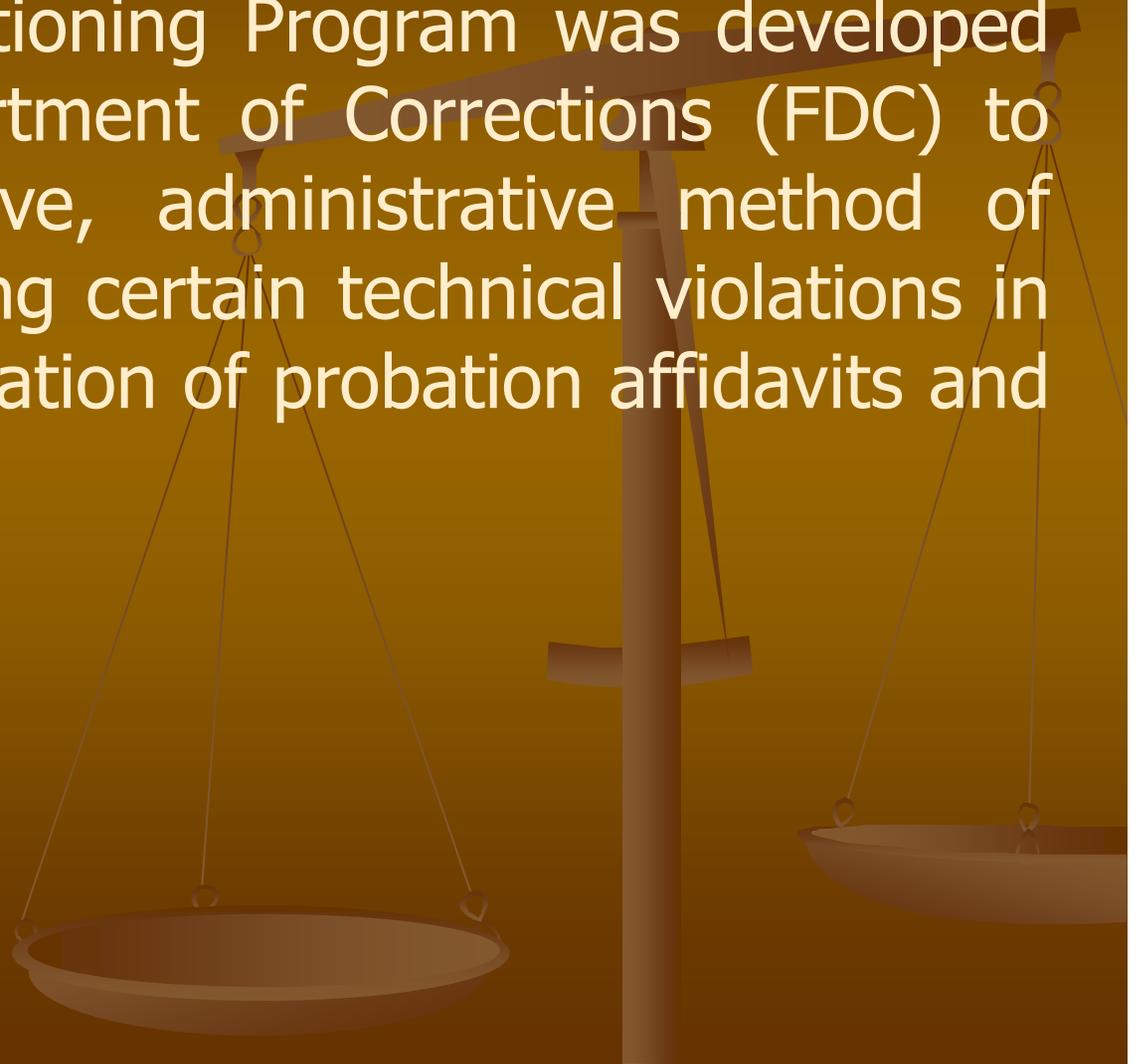
Current number of defendants participating in GPS grant program= 140

- 1<sup>st</sup> quarter
  - \$2,594.30
- 2<sup>nd</sup> quarter
  - \$9,771.10
- 3<sup>rd</sup> quarter
  - \$20,446.15



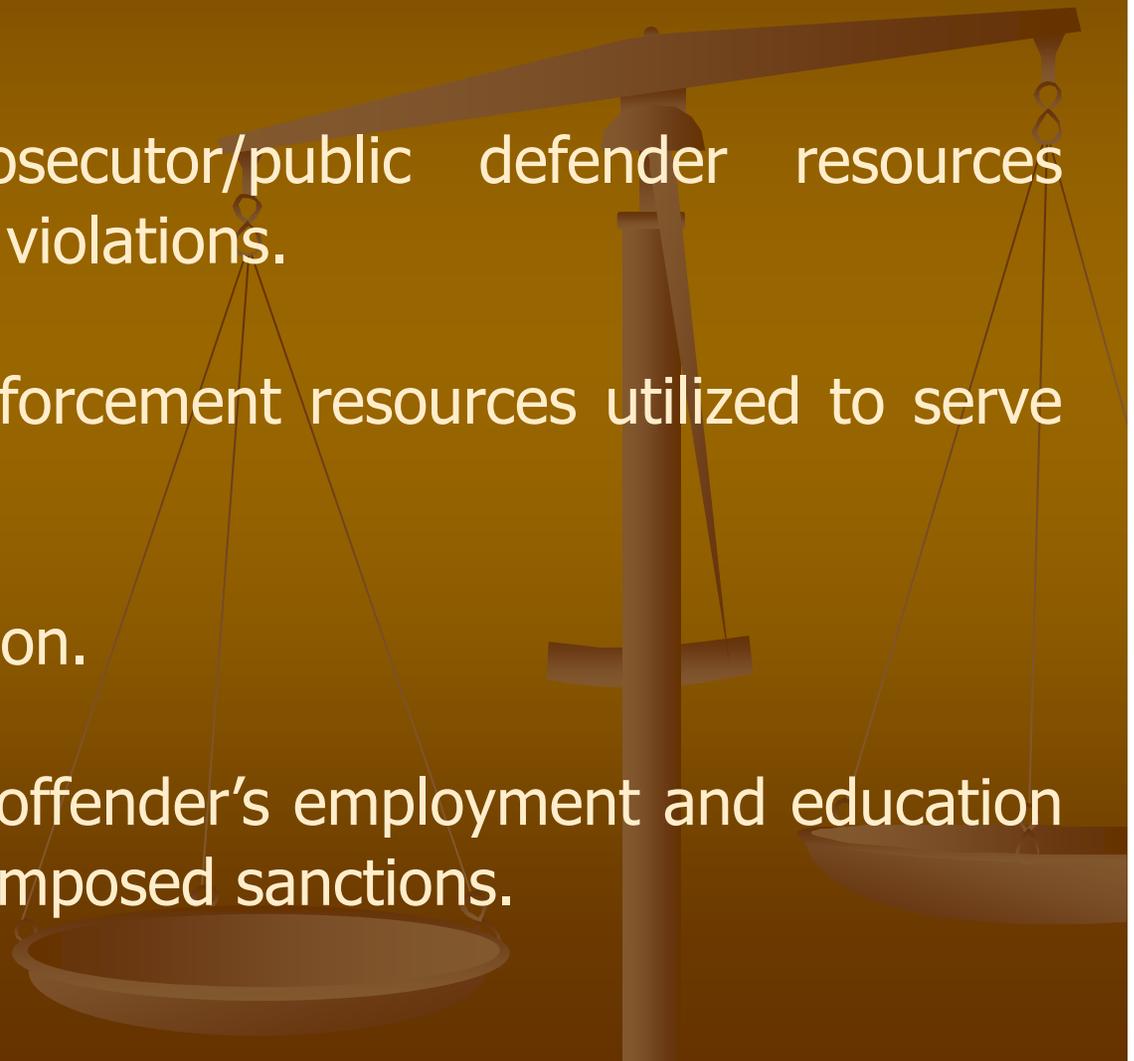
# Alternative Sanctioning Program

The Alternative Sanctioning Program was developed by the Florida Department of Corrections (FDC) to provide an alternative, administrative method of reporting and resolving certain technical violations in lieu of submitting violation of probation affidavits and warrants to the court.



# Benefits of Alternative Sanctioning Program

- A reduction in court dockets for probation violations on technical violations.
- A reduction in prosecutor/public defender resources dedicated to technical violations.
- A reduction in law enforcement resources utilized to serve violation warrants.
- A reduced jail population.
- A continuation of the offender's employment and education while complying with imposed sanctions.



# The following circuits/counties have implemented the Alternative Sanctioning Program:

- Circuit 12 (Sarasota, Desoto and Manatee Counties)
  - Circuit 18 (Seminole and Brevard Counties)
  - Circuit 15 (Palm Beach County)
  - Circuit 6 (Pinellas County)
  - Circuit 8 ( Alachua County)
  - Circuit 7 (Volusia, Putnam, Flagler and St. Johns Counties)
- 

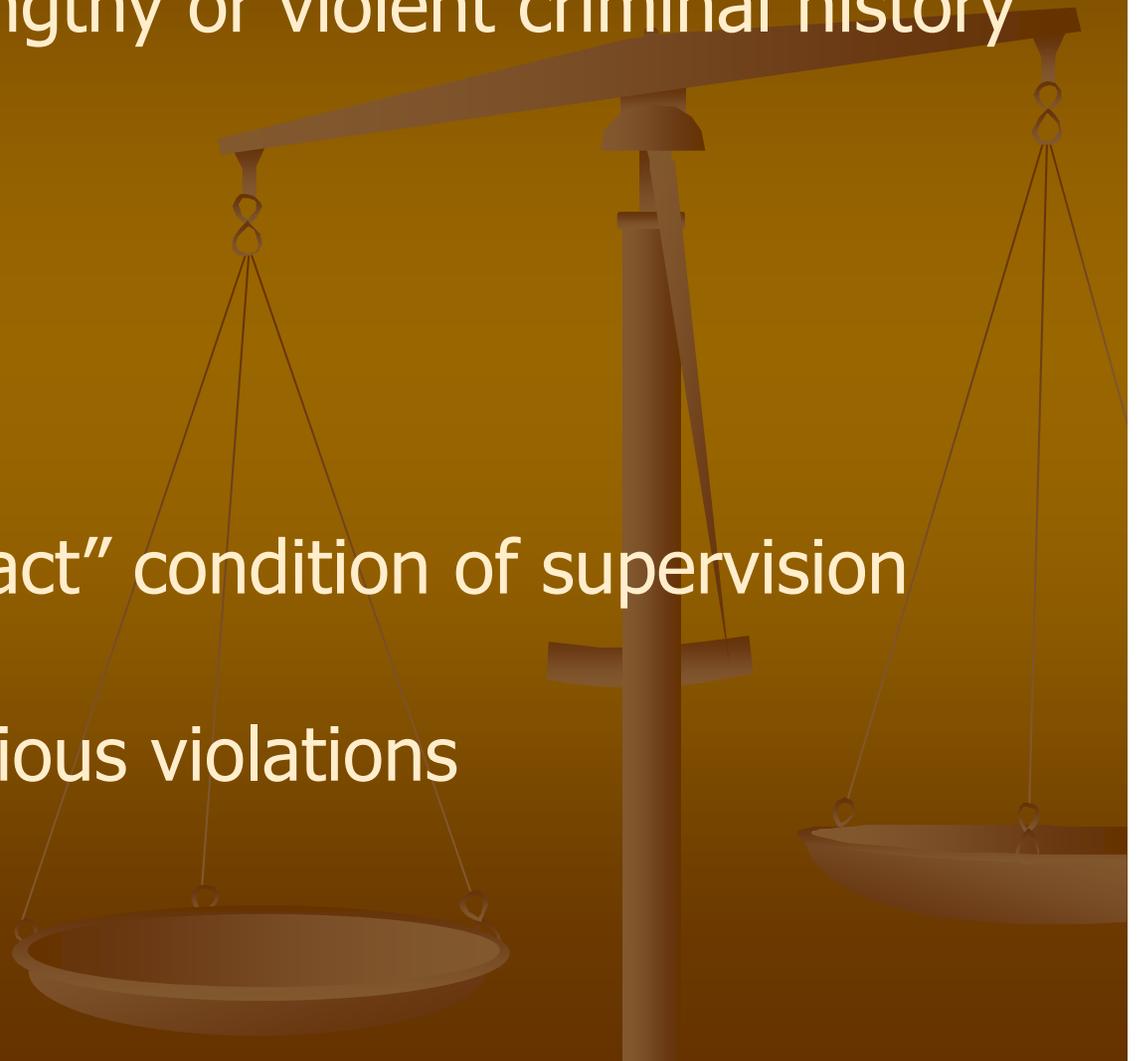
# Eligible:

- Individuals on probation or community supervision
- Stable Residence
- Stable community ties



# Not Eligible:

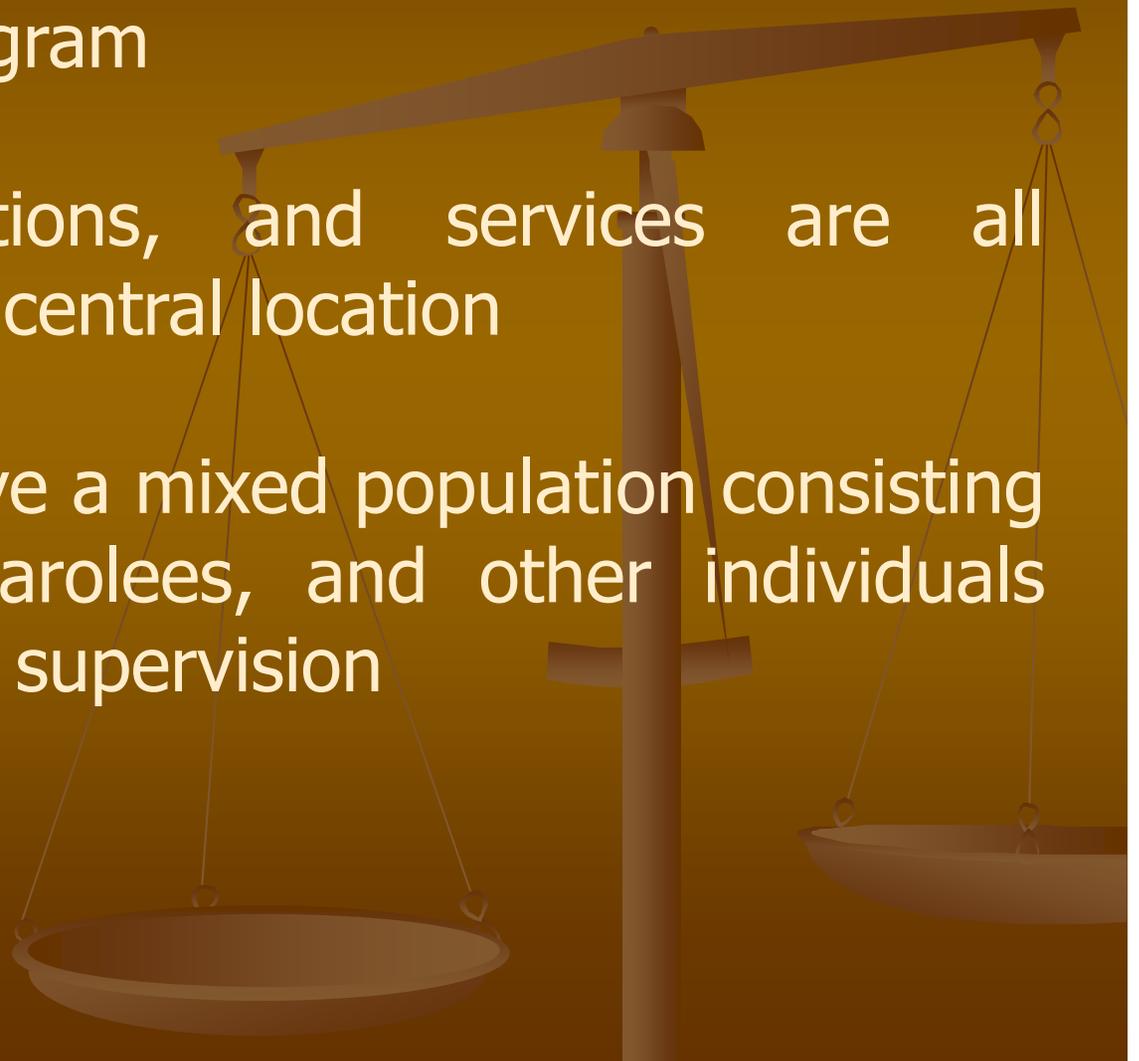
- Offenders with a lengthy or violent criminal history
- Sex offenders
- Absconders
- Violated a “no contact” condition of supervision
- Three or more previous violations



Region	Circuit	County	Effective Date	# of times ASP's were utilized as of 8/3/2017
3	12	Sarasota & Desoto	2/1/13	675 circuit total
3	18	Seminole	4/10/13	247 circuit total
4	15	Palm Beach	5/2/13	78
3	06	Pinellas Pasco	12/23/14 9/9/16	133
2	08	Alachua All remaining (5) counties	5/27/15 5/19/16	184 circuit total
2	07	All 4 counties	7/1/15	138
3	13	Hillsborough	7/1//16	107
2	03	All 7 counties	7/1/16	91
3	10	All 3 counties	6/27/16	175
1	14	All 6 counties	7/29/16	45
				1873 total

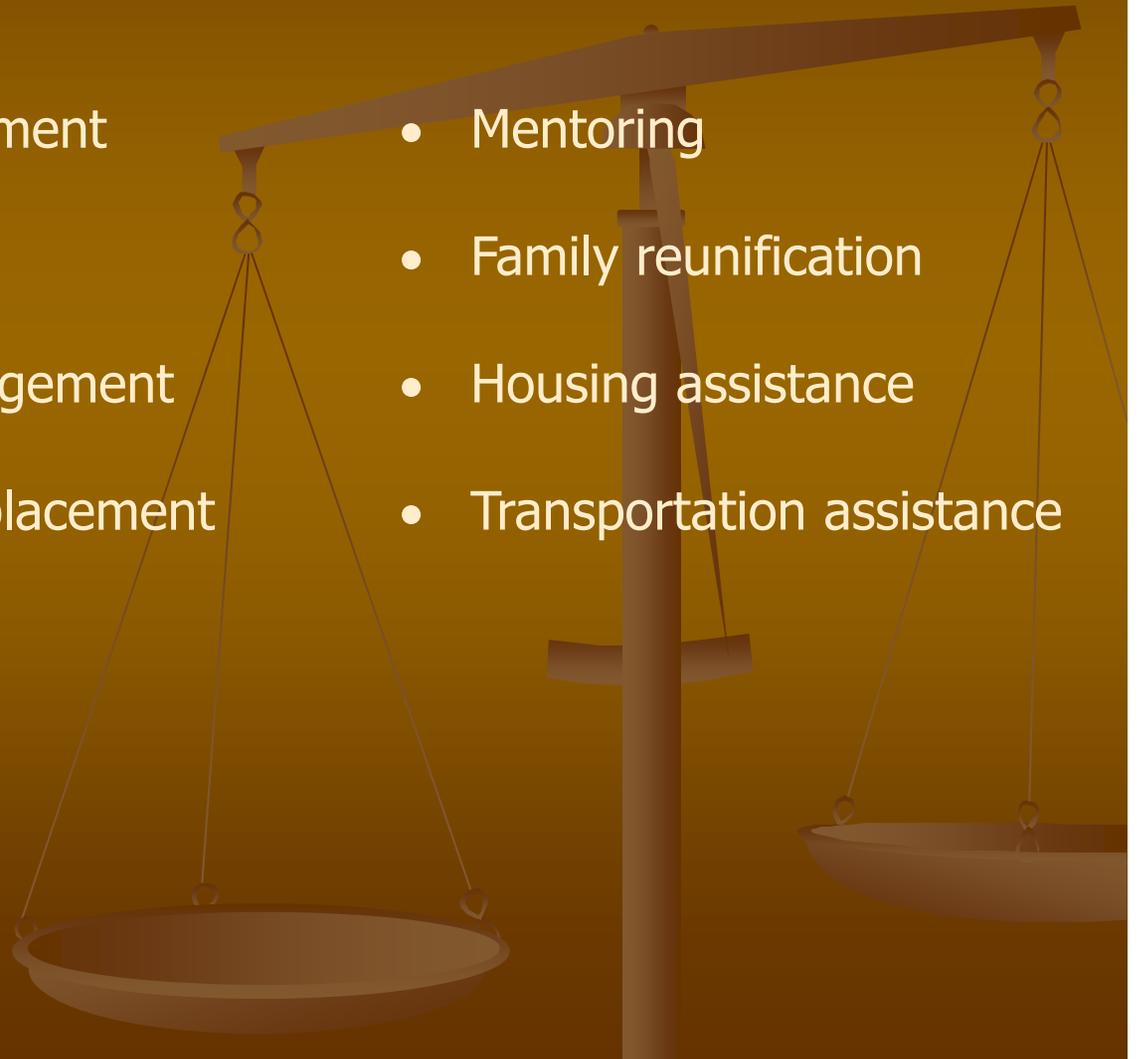
# Day Reporting

- Non-residential program
- Supervision, sanctions, and services are all coordinated from a central location
- Simultaneously serve a mixed population consisting of probationers, parolees, and other individuals under some kind of supervision



# One-Stop Shop

- Conduct risk/needs assessment
- Criminal registration
- Comprehensive case management
- Employability skills & Job placement
- Life skills
- Mentoring
- Family reunification
- Housing assistance
- Transportation assistance



# Initiatives Currently in Progress

- RFP related to Jail Reentry Program
  - Increase utilization of Smartphone based GPS & case management monitoring by enhancing judicial awareness
  - Expand utilization of grants
  - Request the Edward Byrne Memorial Grant & expand scope & services covered
- 



# 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-12862**

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

**BCC Regular Meeting**

**Consent**

**Meeting Date:** 09/21/2017

**Issue:** Acceptance of TDT Collection Data for the July 2017 Returns Received in August 2017

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

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

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**Recommendation:**

Recommendation Concerning Acceptance of TDT Collection Data for the July 2017 Returns Received in August 2017

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the July 2017 returns received in the month of August 2017, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the eleventh month of collections for the Fiscal Year 2017; total collections for the month of July 2017 returns was \$1,979,352.30; this is a 3.02% increase over the July 2016 returns; total collections year to date are 6.58% more than the comparable time frame in Fiscal Year 2016.

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**Attachments**

July 2017 Returns Received in August 2017

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# 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

## MEMORANDUM

**TO:** Honorable Board of County Commissioners  
**DATE:** September 7, 2017  
**SUBJECT:** Tourist Development Tax (TDT) Collections

### RECOMMENDATION:

That the Board accepts, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the July 2017 returns received in the month of August 2017, as prepared by the Finance Department of the Clerk and Comptroller's Office. This is the eleventh month of collections for the fiscal year 2017.

- ✓ Total collected for the month of July 2017 returns was \$1,979,352.30. This is a 3.02% increase over the July 2016 returns.
- ✓ Total collections year to date are 6.58% more than the comparable time frame in Fiscal Year 2016.

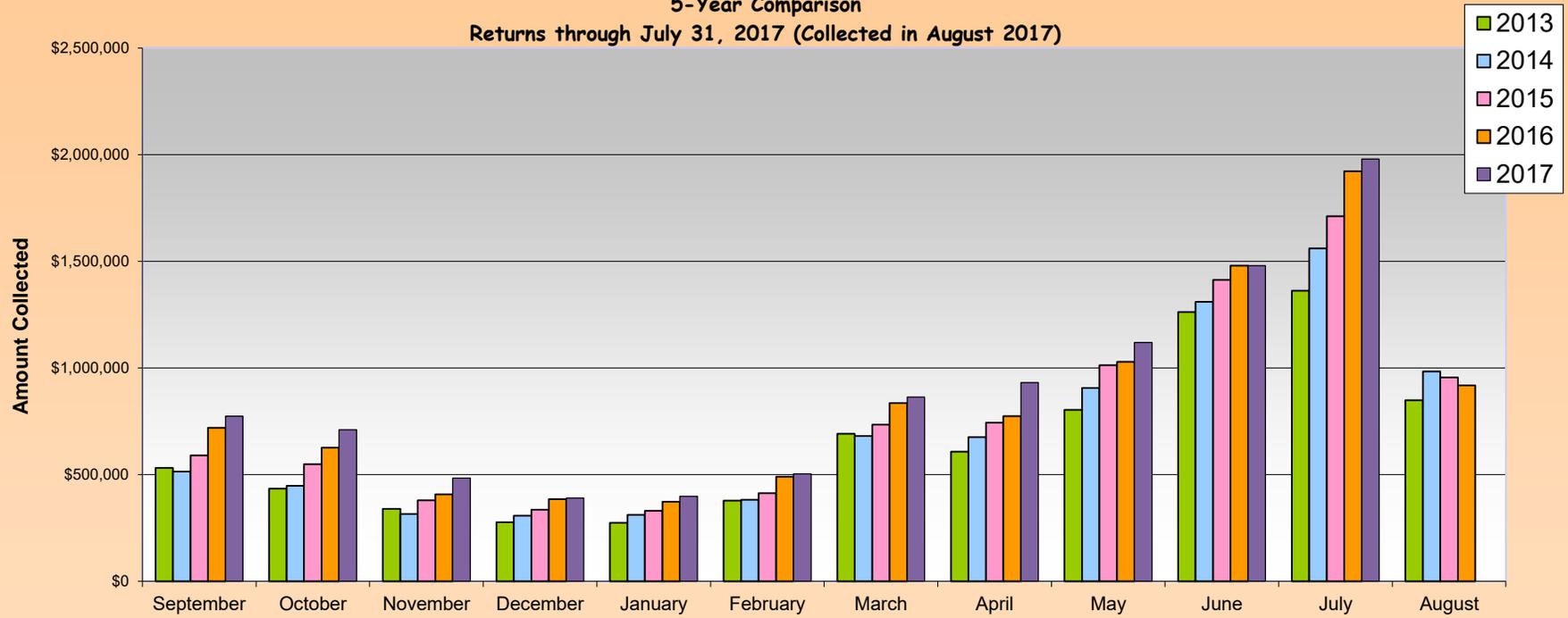
Please feel free to call me if you have any questions.

PC/bhw

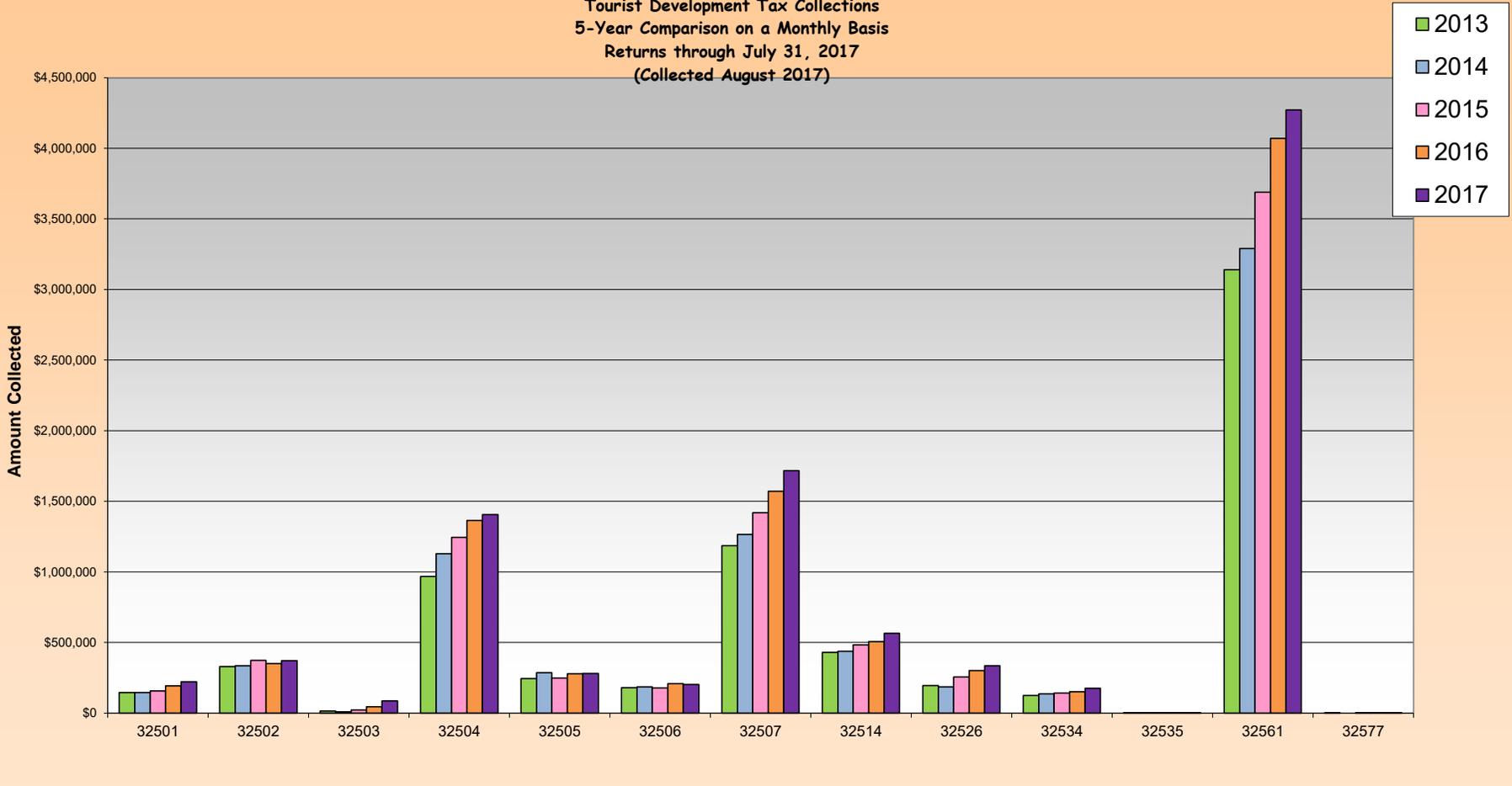
**FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA  
 REPORTED IN FISCAL YEAR FORMAT  
 ESCAMBIA COUNTY FLORIDA  
 AS AUGUST 2017**

Zip Code	Fiscal Year 2017	Fiscal Year 2016	Difference	% Change
	YTD Collected	YTD Collected		
32501	220,680	192,866	27,814	14%
32502	370,969	349,952	21,017	6%
32503	87,284	44,083	43,201	98%
32504	1,404,703	1,364,042	40,661	3%
32505	279,914	278,922	992	0%
32506	202,165	207,259	(5,094)	-2%
32507	1,716,370	1,571,282	145,088	9%
32514	564,921	505,483	59,438	12%
32526	335,937	300,507	35,430	12%
32534	176,032	150,854	25,178	17%
32535	1,624	1,551	73	5%
32561	4,270,924	4,070,591	200,333	5%
32562	-	-	-	0%
32577	168	50	50	100%
<b>Total</b>	<b>\$ 9,631,691</b>	<b>\$ 9,037,442</b>	<b>594,181</b>	<b>7%</b>

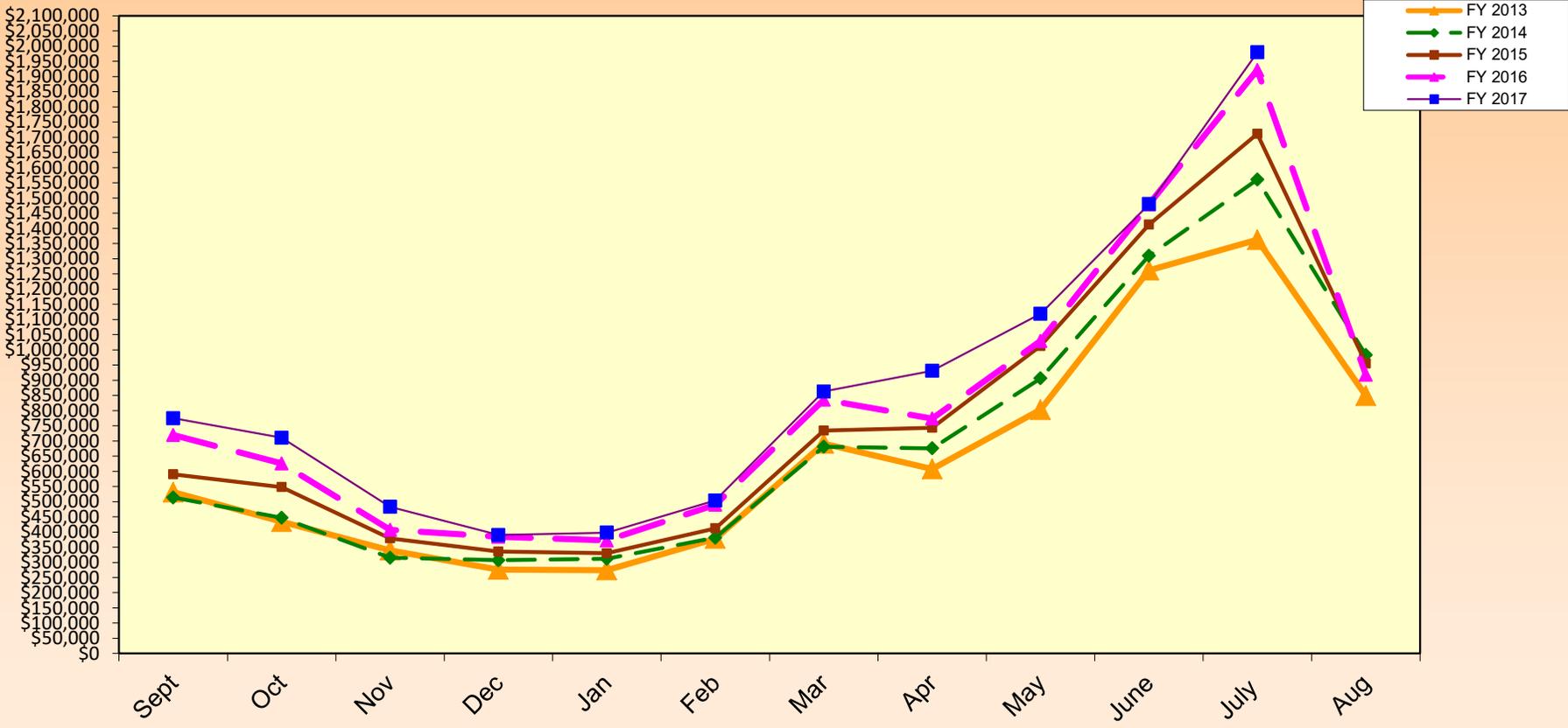
**Tourist Development Tax Collections**  
**5-Year Comparison**  
**Returns through July 31, 2017 (Collected in August 2017)**



Tourist Development Tax Collections  
 5-Year Comparison on a Monthly Basis  
 Returns through July 31, 2017  
 (Collected August 2017)



**TOURIST DEVELOPMENT TAX  
5 YEAR TRENDLINE  
FY 2013 - FY 2017**  
Returns through July 31, 2017 (Collected in August 2017)



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

Month of Collection	Zip Code									
	32501		32502		32503		32504		32505	
	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/16	19,380	3%	28,706	4%	7,582	1%	107,704	14%	18,717	2%
11/16	16,302	2%	29,923	4%	6,327	1%	113,135	16%	19,922	3%
12/16	14,867	3%	25,670	5%	5,411	1%	99,858	21%	16,651	3%
01/17	12,246	3%	20,593	5%	4,367	1%	80,988	21%	15,052	4%
02/17	12,855	3%	20,184	5%	4,061	1%	88,341	22%	16,726	4%
03/17	16,219	3%	26,153	5%	5,274	1%	95,993	19%	19,123	4%
04/17	20,894	2%	35,754	4%	8,948	1%	145,212	17%	31,829	4%
05/17	20,380	2%	38,255	4%	7,697	1%	141,063	15%	27,182	3%
06/17	24,674	2%	43,047	4%	9,951	1%	160,413	14%	31,577	3%
07/17	26,982	2%	44,728	3%	12,068	1%	167,378	11%	36,214	2%
08/17	35,881	2%	57,956	3%	15,598	1%	204,620	10%	46,920	2%
<b>Total</b>	<b>\$ 220,680</b>	<b>2%</b>	<b>\$ 370,969</b>	<b>4%</b>	<b>\$ 87,284</b>	<b>1%</b>	<b>\$ 1,404,703</b>	<b>15%</b>	<b>\$ 279,914</b>	<b>3%</b>

Month of Collection	Zip Code									
	32506		32507		32514		32526		32534	
	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/16	14,090	2%	127,015	16%	40,875	5%	26,793	3%	11,880	2%
11/16	17,582	2%	111,916	16%	39,350	6%	26,474	4%	12,889	2%
12/16	11,410	2%	53,080	11%	39,610	8%	24,256	5%	11,841	2%
01/17	8,637	2%	40,510	10%	35,625	9%	23,062	6%	11,310	3%
02/17	12,085	3%	52,690	13%	37,083	9%	23,259	6%	12,137	3%
03/17	13,158	3%	70,759	14%	40,304	8%	30,673	6%	13,739	3%
04/17	21,455	2%	129,291	15%	62,062	7%	31,662	4%	19,449	2%
05/17	19,189	2%	143,419	15%	57,860	6%	31,242	3%	17,208	2%
06/17	21,821	2%	185,667	17%	67,355	6%	35,058	3%	19,374	2%
07/17	26,518	2%	356,906	24%	69,676	5%	37,343	3%	20,365	1%
08/17	36,222	2%	445,116	22%	75,121	4%	46,114	2%	25,840	1%
<b>Total</b>	<b>\$ 202,165</b>	<b>2%</b>	<b>\$ 1,716,370</b>	<b>18%</b>	<b>\$ 564,921</b>	<b>6%</b>	<b>\$ 335,937</b>	<b>3%</b>	<b>\$ 176,032</b>	<b>2%</b>

Month of Collection	Zip Code								Total Month	% OF Total
	32535		32561		32562		32577			
	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total		
10/16	105	0%	371,595	48%	-	0%	100	0%	774,540	100%
11/16	229	0%	316,293	45%	-	0%	-	0%	710,343	100%
12/16	135	0%	180,363	37%	-	0%	-	0%	483,152	100%
01/17	75	0%	137,912	35%	-	0%	-	0%	390,377	100%
02/17	135	0%	118,318	30%	-	0%	-	0%	397,875	100%
03/17	126	0%	172,429	34%	-	0%	-	0%	503,949	100%
04/17	191	0%	355,829	41%	-	0%	68	0%	862,643	100%
05/17	191	0%	427,495	46%	-	0%	-	0%	931,179	100%
06/17	148	0%	519,609	46%	-	0%	-	0%	1,118,695	100%
07/17	136	0%	681,271	46%	-	0%	-	0%	1,479,585	100%
08/17	154	0%	989,810	50%	-	0%	-	0%	1,979,352	100%
<b>Total</b>	<b>\$ 1,624</b>	<b>0%</b>	<b>\$ 4,270,924</b>	<b>44%</b>	<b>\$ -</b>	<b>0%</b>	<b>\$ 168</b>	<b>0%</b>	<b>\$ 9,631,691</b>	<b>100%</b>

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

Month of Collection	Zip Code									
	32501		32502		32503		32504		32505	
	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/15	13,893	2%	28,092	4%	1,583	0%	103,155	14%	23,955	3%
11/15	16,283	3%	31,883	5%	2,371	0%	102,729	16%	17,936	3%
12/15	12,524	3%	21,272	5%	1,996	0%	88,735	22%	12,756	3%
01/16	13,573	4%	20,368	5%	610	0%	83,364	22%	17,085	4%
02/16	13,032	4%	23,607	6%	1,025	0%	84,142	23%	14,337	4%
03/16	13,400	3%	27,976	6%	1,807	0%	101,374	21%	28,180	6%
04/16	17,642	2%	36,335	4%	4,316	1%	136,994	16%	30,208	4%
05/16	17,514	2%	38,337	5%	3,718	0%	135,394	18%	26,196	3%
06/16	20,726	2%	32,731	3%	6,274	1%	158,136	15%	30,108	3%
07/16	24,497	2%	39,917	3%	8,313	1%	167,345	11%	31,515	2%
08/16	29,781	2%	49,433	3%	12,070	1%	202,675	11%	46,645	2%
					3					
<b>Total</b>	<b>\$ 192,866</b>	<b>2%</b>	<b>\$ 349,952</b>	<b>4%</b>	<b>\$ 44,083</b>	<b>0%</b>	<b>\$ 1,364,042</b>	<b>15%</b>	<b>\$ 278,922</b>	<b>3%</b>

Month of Collection	Zip Code									
	32506		32507		32514		32526		32534	
	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/15	14,443	2%	118,367	16%	39,504	5%	22,562	3%	9,820	1%
11/15	13,073	2%	93,637	15%	38,661	6%	24,476	4%	11,627	2%
12/15	12,924	3%	41,978	10%	33,838	8%	21,065	5%	9,397	2%
01/16	10,738	3%	36,999	10%	34,083	9%	22,108	6%	9,416	2%
02/16	12,462	3%	46,390	12%	35,263	9%	19,997	5%	9,137	2%
03/16	15,117	3%	61,478	13%	38,016	8%	21,107	4%	12,049	2%
04/16	21,604	3%	125,695	15%	49,429	6%	27,812	3%	13,771	2%
05/16	19,370	3%	109,122	14%	49,965	6%	27,574	4%	15,294	2%
06/16	22,134	2%	168,441	16%	54,150	5%	31,565	3%	17,056	2%
07/16	28,784	2%	337,246	23%	58,513	4%	36,624	2%	18,710	1%
08/16	36,611	2%	431,928	22%	74,062	4%	45,617	2%	24,578	1%
<b>Total</b>	<b>\$ 207,259</b>	<b>2%</b>	<b>\$ 1,571,282</b>	<b>17%</b>	<b>\$ 505,483</b>	<b>6%</b>	<b>\$ 300,507</b>	<b>3%</b>	<b>\$ 150,854</b>	<b>2%</b>

Month of Collection	Zip Code								Total Month	% OF Total
	32535		32561		32562		32577			
	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total		
10/15	114	0%	344,156	48%	-	0%	50	0%	719,689	100%
11/15	-	0%	273,123	44%	-	0%	-	0%	625,801	100%
12/15	310	0%	150,864	37%	-	0%	-	0%	407,658	100%
01/16	83	0%	135,746	35%	-	0%	-	0%	384,174	100%
02/16	120	0%	112,686	30%	-	0%	-	0%	372,197	100%
03/16	124	0%	169,342	35%	-	0%	-	0%	489,969	100%
04/16	118	0%	371,503	44%	-	0%	-	0%	835,430	100%
05/16	122	0%	330,868	43%	-	0%	-	0%	773,474	100%
06/16	215	0%	487,471	47%	-	0%	-	0%	1,029,008	100%
07/16	215	0%	727,042	49%	-	0%	-	0%	1,478,722	100%
08/16	130	0%	967,791	50%	-	0%	-	0%	1,921,321	100%
<b>Total</b>	<b>\$ 1,551</b>	<b>0%</b>	<b>\$ 4,070,591</b>	<b>45%</b>	<b>\$ -</b>	<b>0%</b>	<b>\$ 50</b>	<b>0%</b>	<b>\$ 9,037,442</b>	<b>100%</b>

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

<b>THREE (3%) PERCENT TOURIST TAX DOLLARS COLLECTED 2008-2017</b>											
Month Of Collection	For The Month Of	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
OCT	SEP	288,077	277,444	274,902	321,850	343,637	398,300	385,209	442,268	539,766	580,905
NOV	OCT	238,591	231,361	238,423	276,214	304,579	325,198	335,284	411,054	469,351	532,757
DEC	NOV	206,205	185,367	214,475	226,459	244,845	254,898	236,608	284,253	305,743	362,364
JAN	DEC	163,665	169,734	164,750	192,546	212,164	207,117	230,300	251,856	288,130	292,783
FEB	JAN	180,694	176,773	171,885	192,262	200,843	205,954	233,879	247,492	279,148	298,406
MAR	FEB	227,362	215,131	201,473	241,571	270,226	283,812	286,019	309,204	367,477	377,962
APR	MAR	344,151	297,195	330,261	397,690	464,002	518,242	510,758	550,693	626,572	646,982
MAY	APR	303,720	338,268	358,871	417,733	447,350	455,554	506,593	557,617	580,106	698,384
JUN	MAY	474,863	387,513	417,285	510,038	542,048	601,927	679,428	759,528	771,756	839,021
JUL	JUN	605,739	598,667	510,928	708,757	876,396	946,229	982,133	1,059,211	1,109,041	1,109,689
AUG	JUL	687,552	714,120	535,005	871,107	930,410	1,021,761	1,170,208	1,283,566	1,440,991	1,484,514
<b>TOTAL</b>		<b>\$3,720,618</b>	<b>\$3,591,573</b>	<b>\$3,418,258</b>	<b>\$4,356,228</b>	<b>\$4,836,500</b>	<b>\$5,218,992</b>	<b>\$5,556,420</b>	<b>\$6,156,741</b>	<b>\$6,778,081</b>	<b>\$7,223,768</b>

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

		<b>ADDITIONAL ONE (1%) PERCENT TOURIST TAX DOLLARS COLLECTED 2008-2017</b>									
Month Of Collection	For The Month Of	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
OCT	SEP	96,026	92,482	91,634	107,283	114,546	132,767	128,403	147,425	179,922	193,635
NOV	OCT	79,530	77,120	79,474	92,072	101,526	108,399	111,761	137,018	156,450	177,586
DEC	NOV	68,735	61,789	71,492	75,487	81,615	84,966	78,869	94,751	101,914	120,788
JAN	DEC	54,555	56,578	54,917	64,182	70,721	69,039	76,767	83,950	96,043	97,594
FEB	JAN	60,231	58,924	57,295	64,087	66,948	68,651	77,960	82,497	93,049	99,469
MAR	FEB	75,787	71,710	67,158	80,524	90,075	94,604	95,340	103,068	122,492	125,987
APR	MAR	114,717	99,065	110,087	132,563	154,667	172,747	170,253	183,564	208,857	215,661
MAY	APR	101,240	112,756	119,624	139,244	149,117	151,851	168,864	185,872	193,369	232,795
JUN	MAY	158,288	129,171	139,095	170,013	180,683	200,642	226,476	253,176	257,252	279,674
JUL	JUN	201,913	199,556	170,309	236,252	292,132	315,410	327,378	353,070	369,680	369,896
AUG	JUL	229,184	238,040	178,335	290,369	310,137	340,587	390,069	427,855	480,330	494,838
<b>TOTAL</b>		<b>\$1,240,206</b>	<b>\$1,197,191</b>	<b>\$1,139,419</b>	<b>\$1,452,076</b>	<b>\$1,612,167</b>	<b>\$1,739,664</b>	<b>\$1,852,140</b>	<b>\$2,052,247</b>	<b>\$2,259,361</b>	<b>\$2,407,923</b>



# Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

**AI-12828**

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

**BCC Regular Meeting**

**Consent**

**Meeting Date:** 09/21/2017

**Issue:** Write-off Of Returned Checks & Accounts Receivable

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

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

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**Recommendation:**

**Recommendation Concerning Write-off of Return Checks and Accounts Receivables**

That the Board adopt, and authorize the Chairman to sign, the Resolution authorizing the write-off of \$2,345.50 of returned checks and accounts receivables in various funds of the County that have been determined to be uncollectible bad debts.

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**Attachments**

**Write-off for September 2017**

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**RESOLUTION R2017-**

**WHEREAS**, certain returned checks and other receivables totaling **\$2,345.50** are owed to the various funds of Escambia County for services furnished to the persons named on the list which is attached hereto (Attachment "A") and made a part hereof by reference and have been determined to be uncollectible bad debts.

**WHEREAS**, diligent efforts have been made to collect the amounts as shown on the attached list and all returned checks which meet the qualifications per State Statute §68.065 have been transferred to the State Attorney's Worthless Check Division.

**NOW THEREFORE**, it is resolved by the Board of County Commissioners of Escambia County, Florida, that:

These accounts shall be written off as uncollectible bad debts. The above designations have been made solely to enable the Clerk of the Circuit Court and Comptroller to carry out her duties in accordance with generally accepted accounting principles. Escambia County does not waive any rights it may have to collect any of the above-referenced accounts receivable, including but not limited to use of a collection agency under contract to Escambia County.

**BE IT FURTHER RESOLVED**, that all past efforts to designate these delinquent accounts receivable as bad debts are hereby ratified and approved.

BOARD OF COUNTY COMMISSIONERS  
OF ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
D.B. Underhill  
Chairman of the Board

ATTEST:

HONORABLE PAM CHILDERS  
CLERK OF THE CIRCUIT COURT & COMPTROLLER

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

Adopted:

## ATTACHMENT "A"



### INTER-OFFICE MEMORANDUM

**TO:** Honorable Pam Childers  
Clerk of the Circuit Court

**FROM:** Lorraine Hudson  
Manager, Treasury/Payroll

**DATE:** September 7, 2017

**SUBJECT:** Returned Checks and Receivables Write-Off  
Ended 08/31/2017

The following is a list of all outstanding returned checks and accounts receivable greater than 120 days old (prior to June 1, 2017) and uncollectible receivables at August 31, 2017. All phases of the collection process have been attempted and have been determined to be uncollectible. This write-off allows an accounting transaction to be recorded and in no way should be construed to be a forgiveness of the debt.

<u>Name</u>	<u>Date of Return</u>	<u>Fund</u>	<u>Amount</u>
Annie M Brooks	03/31/2017	001	\$ 150.00
A1 Mini Storage	06/15/2016	104	\$ 2,025.00
Deborah Williams	04/28/2017	406	\$ 130.50
Sonya Blair	03/23/2017	408	\$ 40.00
<b>Total</b>			<b>\$ 2,345.50</b>

<b>Grand Total</b>	<b>\$ 2,345.50</b>
--------------------	--------------------

**ESCAMBIA COUNTY RECEIVABLES RECONCILIATION**

FUND:  
RECEIVABLE ACCOUNT:  
MONTH & YEAR:

General Fund  
115995 A/R-RETURNED CHECKS  
August 2017

BALANCE PER PENTAMATION BALANCE SHEET (G/L 115995 @ E.O.M.)

150.00

**DETAIL:**

<u>Name</u>	<u>CK#</u>	<u>Date Check Bounced</u>	<u>Date Check Cleared</u>	<u>Check Bounced Once</u>	<u>Check Bounced Twice</u>	<u>Check Cleared</u>	<u>Total Balance</u>	
Arthur Carmichael	152	05/02/2016		35.00		35.00	-	Write-off R2017-64
John R Johnson	0101	05/06/2016		2.50	06/13/2016	2.50	-	
Dearrius Hines	1101	06/15/2016		95.00		95.00	-	Write-off R2017-64
David Morgan Sheriff	200869	03/23/2017		2454.00	04/11/2017	2,454.00	-	
Annie Marchel Brooks	0140	03/31/2017		150.00			150.00	
							-	
							-	

**TOTAL DETAIL:**

**2,208.00      0.00      1,867.00      341.00**

150.00

VARIANCE BETWEEN G/L AND DETAIL

0.00

NOTES:

**Escambia County Area Transit**  
**Aged Receivables**  
**As of Jul 31, 2017**

Filter Criteria includes: 1) Includes Drop Shipments. Report order is by ID. Report is printed in Detail Format.

Customer ID	Customer	Bill To Contact	Telephone 1	Invoice/CM #	0-30	31-60	61-90	Over 90 days	Amount Due
ADV - SW	Subway #28404	Greg Yates		0625	100.00				100.00
ADV - SW	Subway #28404	Greg Yates		0707	100.00				100.00
<b>ADV - SW</b>	<b>Subway #28404</b>				<b>200.00</b>				<b>200.00</b>
ADV - Talbott	Talbott Law Firm		8504379600	ADV0518TAL	820.00				820.00
ADV - Talbott	Talbott Law Firm		8504379600	ADV0519TAL	820.00				820.00
<b>ADV - Talbott</b>	<b>Talbott Law Firm</b>				<b>1,640.00</b>				<b>1,640.00</b>
ADV - TBG	The Burmeister Group	Julie Burmeister	770-641-9650	0609	200.00				200.00
ADV - TBG	The Burmeister Group	Julie Burmeister	770-641-9650	0719	200.00				200.00
<b>ADV - TBG</b>	<b>The Burmeister Group</b>				<b>400.00</b>				<b>400.00</b>
ADV- A1 Mini	A1 Mini Storage	Matt Bell	850-432-5594	1709			675.00		675.00
ADV- A1 Mini	A1 Mini Storage	Matt Bell	850-432-5594	1740			675.00		675.00
ADV- A1 Mini	A1 Mini Storage	Matt Bell	850-432-5594	1778			675.00		675.00
<b>ADV- A1 Mini</b>	<b>A1 Mini Storage</b>						<b>* 2,025.00</b>		<b>2,025.00 *</b>
ID-ELECTIONS	Supervisor of Elections			65A0913SUPVELEC			0.01		0.01
<b>ID-ELECTIONS</b>	<b>Supervisor of Electior</b>						<b>0.01</b>		<b>0.01</b>
M01-AC	Animal Control	Stanley	(850) 595-0091	65A0817AC	887.24				887.24
<b>M01-AC</b>	<b>Animal Control</b>				<b>887.24</b>				<b>887.24</b>
M01-BLD	Building Inspections	Dean Cobb	(850) 595-3487	65A0817BLD	248.59				248.59
<b>M01-BLD</b>	<b>Building Inspections</b>				<b>248.59</b>				<b>248.59</b>
M01-CHD	County Health Departm	Ellis Bosarge	595-6090	65A0817CHD	232.81				232.81

## Lorraine Hudson (COC)

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**From:** Colette J. Wiedeman  
**Sent:** Wednesday, August 30, 2017 11:57 AM  
**To:** Lorraine Hudson (COC); Betsy Wooten (COC); COC REVENUE  
**Subject:** RE: ECAT July EOM Reports

Good Morning,

Please add

A1 Mini Storage \$2,025

That is the only one !

Thank You,

---

**From:** Lorraine Hudson (COC)  
**Sent:** Tuesday, August 29, 2017 5:08 PM  
**To:** Colette J. Wiedeman <[cjwiedeman@myescambia.com](mailto:cjwiedeman@myescambia.com)>; Betsy Wooten (COC) <[BWooten@escambiaclerk.com](mailto:BWooten@escambiaclerk.com)>; COC REVENUE <[revenue@escambiaclerk.com](mailto:revenue@escambiaclerk.com)>  
**Subject:** RE: ECAT July EOM Reports

Colette,

I am working on the write to go to the Board of County Commissioners. Besides First Transit should any of your accounts that are 90 days or older need to be written off? If so, which account and I will add it to my write off?

Thanks,  
Lorraine

**Lorraine Hudson, Manager, Treasury/Payroll**  
PAM CHILDERS, Clerk of the Circuit Court & Comptroller  
First Judicial Circuit, Escambia County  
850-595-4836

---

**From:** Colette J. Wiedeman  
**Sent:** Thursday, July 13, 2017 3:22 PM  
**To:** Betsy Wooten (COC); COC REVENUE; Donald A. Christian III  
**Subject:** RE: ECAT July EOM Reports

Good Afternoon,

Please see my responses below.

**Colette Wiedeman**  
Grant Manager

Escambia County Area Transit  
1515 W Fairfield Drive  
Pensacola, FL 32501  
Office 850-595-3224  
Cell 850-696-5081  
Fax 850-595-3222  
[cjwiedeman@co.escambia.fl.us](mailto:cjwiedeman@co.escambia.fl.us)

---

**From:** Betsy Wooten (COC)  
**Sent:** Wednesday, July 12, 2017 3:09 PM  
**To:** Colette J. Wiedeman; COC REVENUE; Donald A. Christian III  
**Subject:** RE: ECAT July EOM Reports

Good Afternoon Colette-

What is the status of collections on the below accounts over 90 days outstanding

First Transit	166,975.61
Bliss Spa & Nails & Sun Rayz Tanning	140.00 - Vendor is on a payment plan to catch up
Billups Worldwide	1310.00 - Confusion on vendor end with new contract, will be caught up soon
Center for Sight	1200.00 - Payment pending
FL Department of Health, Escambia Hausfeld, PA	28.50 - following up with Vendor
Talbot Law Firm	855.00 - Past due notice sent
A1 Mini Storage accurate	780.00 - Past due notice sent
Animal Control	2025.00 - Cancelled contract, reconciliation required to determine if this is accurate
Traffic Department	173.97 - Past due notice sent
Capstone Adaptive	467.65 - Past due notice sent
	923.26 - vendor re-issuing payment

Thank you!

**Betsy H. Wooten, Finance/Treasury**

PAM CHILDERS, Clerk of Circuit Court & Comptroller  
Finance-Treasury  
First Judicial Circuit, Escambia County  
221 Palafox Place, Suite 130  
Pensacola, FL 32502-5843  
850-595-4828  
[www.EscambiaClerk.com](http://www.EscambiaClerk.com)

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

---

**From:** Colette J. Wiedeman  
**Sent:** Thursday, July 06, 2017 3:44 PM

**To:** COC REVENUE  
**Subject:** ECAT July EOM Reports

Please let me know if you have any questions.

Best Regards,

**Colette Wiedeman**  
Grant Manager

*Escambia County Area Transit*  
1515 W Fairfield Drive  
Pensacola, FL 32501  
Office 850-595-3224  
Cell 850-696-5081  
Fax 850-595-3222  
[cjwiedeman@co.escambia.fl.us](mailto:cjwiedeman@co.escambia.fl.us)

SUNGARD PENTAMATION  
DATE: 08/29/2017  
TIME: 16:14:04

ESCAMBIA COUNTY BOCC  
PRINT BALANCE SHEETS BY FUND

PAGE NUMBER: 15  
STATMN11

SELECTION CRITERIA: genledgr.account between '115000' and '135000'  
ACCOUNTING PERIOD: 11/17

FUND - 406 - INSPECTION FUND			
ACCOUNT	TITLE	DEBITS	CREDITS
115995	AR-Returned Checks	130.50	
TOTAL ACCOUNTS RECEIVABLE		130.50	.00
TOTAL ASSETS		130.50	.00
TOTAL INSPECTION FUND		130.50	.00



SUNGARD PENTAMATION  
DATE: 08/29/2017  
TIME: 16:14:04

ESCAMBIA COUNTY BOCC  
PRINT BALANCE SHEETS BY FUND

PAGE NUMBER: 16  
STATMN11

SELECTION CRITERIA: genledgr.account between '115000' and '135000'  
ACCOUNTING PERIOD: 11/17

FUND - 408 - EMERGENCY MEDICAL SERVICE

ACCOUNT	TITLE	DEBITS	CREDITS
115408	Accts Rec-Ambulance	10,113,867.62	
115409	Records Research & Copies	682.55	
115995	AR-Returned Checks	40.00	
TOTAL ACCOUNTS RECEIVABLE		10,114,590.17	.00
117001	Allow-Uncollectible A/R		1,108,704.95
TOTAL ALLOW-UNCOLLECTIBLE A/R		.00	1,108,704.95
TOTAL ASSETS		10,114,590.17	1,108,704.95
TOTAL EMERGENCY MEDICAL SERVICE		10,114,590.17	1,108,704.95

**ESCAMBIA COUNTY RECEIVABLES RECONCILIATION**

FUND:  
RECEIVABLE ACCOUNT:  
MONTH & YEAR:

Emergency Medical Service  
115995      A/R-RETURNED CHECKS  
August 2017

BALANCE PER PENTAMATION BALANCE SHEET (G/L 115995 @ E.O.M.)

40.00

**DETAIL:**

<u>Name</u>	<u>CK#</u>	<u>Date Check Bounced</u>	<u>Date Check Cleared</u>	<u>Check Bounced Once</u>	<u>Check Bounced Twice</u>	<u>Check Cleared</u>	<u>Total Balance</u>
Sonya Blair - CPR	336	03/23/2017		40.00			40.00
							-
							-
							-
							-

**TOTAL DETAIL:**

2,208.00      0.00      1,867.00      341.00

40.00

VARIANCE BETWEEN G/L AND DETAIL

0.00

NOTES:



# 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-12923**

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

**BCC Regular Meeting**

**Consent**

**Meeting Date:** 09/21/2017

**Issue:** Minutes and Reports

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

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

---

**Recommendation:**

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

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

- A. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held September 7, 2017;
- B. Approve the Minutes of the Regular Board Meeting held September 7, 2017; and
- C. Approve the Minutes of the First Public Hearing regarding the Fiscal Year 2017/2018 County-wide Budget held September 12, 2017.

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**Attachments**

20170907 Agenda Work Session

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REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION  
HELD SEPTEMBER 7, 2017  
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING  
221 PALAFOX PLACE, PENSACOLA, FLORIDA  
(9:01 a.m. – 12:35 p.m.)

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

1. FOR INFORMATION: John Dosh, Emergency Manager, provided an update regarding Hurricane Irma; and
2. FOR INFORMATION: The agenda for the September 7, 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 Alison Rogers reviewed the Written Communication item;
  - B. Honorable Pam Childers, Clerk of the Circuit Court and Comptroller, reviewed the Clerk's Report and provided an update regarding Airbnb;
  - C. Horace Jones, Director, Development Services Department, reviewed the Growth Management Report;
  - D. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, reviewed the County Administrator's Report, and Mayor Ashton Hayward and Rusty Branch commented concerning CAR III-5;
  - E. County Attorney Rogers reviewed the County Attorney's Report;
  - F. Commissioner Bergosh reviewed his add-on items; and
  - G. Commissioner Underhill reviewed his add-on item.



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

**AI-12849**

**Growth Management Report 10. 1.**

**BCC Regular Meeting**

**Action**

**Meeting Date:** 09/21/2017

**Issue:** Action Item - Hold Harmless Agreement for a Shore Protection Structure  
- 5718 Grande Lagoon Boulevard

**From:** Horace Jones, Director

**Organization:** Development Services

---

**RECOMMENDATION:**

**Recommendation Concerning a Hold Harmless Agreement for a Shore Protection Structure**

That the Board review and approve a hold harmless agreement with Justin and Carrie Porter, for construction of a seawall at 5718 Grande Lagoon Boulevard, Parcel I.D. # 26-3S-31-2200-004-002. The agreement will serve to hold the county, its officers and employees harmless from any damages to persons or property that may result from authorized construction.

**BACKGROUND:**

The Escambia County Land Development Code (LDC) allows for construction of rigid shore protection structures along estuarine shorelines in **Section 4-5.5 (b)(4)b:**

b. Armored shorelines. Because the use of rigid shore protection structures, including riprap and rock revetments, may cause significant environmental impacts, and erosion of neighboring properties such structures may only be permitted within the shoreline protection zone where vegetative or other natural methods of shoreline stabilization have been determined by the county to not be practical. Prior to the construction of any significant rigid shore protection structure the applicant shall submit the following to the county for review and approval:

**1. Shoreline erosion statement.** A description of the features of the site and adjacent area, and the proposed measures to be implemented for prevention of erosion and other adverse impacts to adjacent properties from the construction shall be provided.

**2. Hold harmless agreement.** An executed agreement, in a form approved by the County Attorney, to hold the county, its officers and employees harmless from any damages to persons or property that may result from authorized construction.

**BUDGETARY IMPACT:**

No budgetary impact is anticipated by approving this agreement.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

No additional personnel are required for implementation of this agreement.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The Board Chairman will need to sign the hold harmless agreement.

**IMPLEMENTATION/COORDINATION:**

This agreement will allow for permitting of the requested seawall.

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**Attachments**

**Release of Claims For Damages, Hold Harmless, and Indemnification Agreement**

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This document prepared by:

JUSTIN D. PORTER  
10172 BITTERN DRIVE  
PENSACOLA, FL 32507

(name and address)

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

RELEASE OF CLAIMS FOR DAMAGES, HOLD HARMLESS,  
AND INDEMNIFICATION AGREEMENT  
(Husband and Wife)

THIS RELEASE OF CLAIMS FOR DAMAGES, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT (Agreement) is entered, by and between JUSTIN DANIEL PORTER, and CARRIE MARIE PORTER, husband and wife, whose mailing address is 10172 BITTERN DR. PENSACOLA, FL 32507 (Property Owner) and Escambia County, a political subdivision of the State of Florida, whose address is 221 Palafox Place, Pensacola, Florida 32502 (County).

(Wherever used, the term "Property Owner" and "County" shall include singular and plural, masculine and feminine, heirs, legal representatives, successors and assigns, when the context so admits or requires.)

WITNESSETH

WHEREAS, the Property Owner is the owner of property (Property) located in Escambia County, Florida, more particularly described as:

LT 4 BLK B GRANDE LAGOON SOUTH PB 10 P 32 OR 7599 P 948 SEC 26 T 35 R 31  
[ATTACH OR FILL-IN LEGAL DESCRIPTION]  
5718 GRANDE LAGOON BLVD PENSACOLA, FL 32507

WHEREAS, the Property Owner has applied to the County for a permit to construct a shore protection structure on the Property;

WHEREAS, Section 4-5.5, Escambia County Land Development Code, requires applicants who seek permits for construction of shore protection structures to provide certain protections to the County;

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the sufficiency and receipt of which is acknowledged, the Property Owner and the County agree as follows:

1. The above-recitals are true and correct and incorporated herein by reference.

2. The Property Owner shall release, indemnify, defend, and hold harmless the County, its elected and appointed officials, employees, representatives, agents, and volunteers from any and all claims, suits, actions, damages, penalties, interests, liabilities and expenses, including costs and attorneys' fees, incurred in connection with the loss of life, bodily or personal injury, environmental damage, property damage, including the loss of use thereof, zoning or like issues, directly or indirectly caused by, resulting from, arising out of, or occurring in connection with Property Owner's construction of a shore protection structure on the Property.

3. The Property Owner acknowledges that this Agreement constitutes an absolute bar to his recovery in any suit instituted on account of injury or damages to persons or the Property as a result of Property Owner's construction of a shore protection structure on the Property.

4. The Property Owner agrees to pay on behalf of the County a legal defense, which shall be done only if and when requested by the County, for all claims encompassed by this Agreement. Such payment on behalf of the County shall be in addition to any other legal remedies available to the County and shall not be considered its exclusive remedy.

5. The Property Owner warrants that he holds all right, title, and interest in the Property, and that no third-party joinder or consent is necessary to effectuate this Agreement as it relates to the Property.

6. This Agreement and the obligations contained herein shall run with the land and shall be binding on Property Owner's heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the undersigned has made and executed this Agreement this 10 day of August, 2017.

PROPERTY OWNER

Witness Thais Guilherme  
Print Name Thais Guilherme

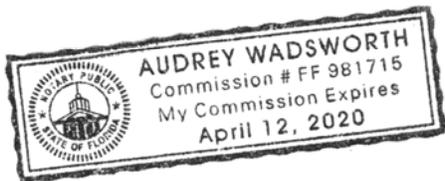
Witness [Signature]  
Print Name Kinestra Smaer  
JUSTIN D. POEHL

By: [Signature]  
(signature)

(printed name)

STATE OF Florida  
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 10 day of August, 2017, by Justin Porter. He/She () is personally known to me, () produced current military ID as identification.



(Notary Seal)

Audrey Wadsworth  
Signature of Notary Public

Audrey Wadsworth  
Printed Name of Notary Public

Witness Thais Guilherme  
Print Name Thais Guilherme

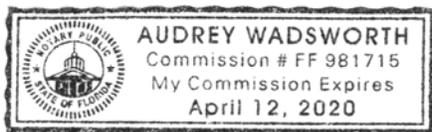
Witness [Signature]  
Print Name Kinestha Smari

By: Carrie Porter  
(signature)

CARRIE M. PORTER  
(printed name)

STATE OF Florida  
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 10 day of August, 2017, by Carrie Porter. He/She () is personally known to me, () produced current Florida Drivers License as identification.



(Notary Seal)

Audrey Wadsworth  
Signature of Notary Public

Audrey Wadsworth  
Printed Name of Notary Public

**ACCEPTANCE**

This Release of Claims for Damages, Hold Harmless, and Indemnification Agreement is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, on behalf of Escambia County, Florida, as authorized by its Board of County Commissioners at a meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Escambia County, Florida, a political  
subdivision of the State of Florida

By: \_\_\_\_\_,  
\_\_\_\_\_, Chairman

ATTEST: Pam Childers  
Clerk of the Court

\_\_\_\_\_  
(Deputy Clerk)

Prepared by and return to:

**Stephen B. Shell**  
**Shell, Fleming, Davis & Menge, P.A.**  
**226 Palafox Place**  
**Pensacola, FL 32502**  
File Number: **B3829.00000**

[Space Above This Line For Recording Data]

## Warranty Deed

**This Warranty Deed** made effective the 30th day of September, 2016 between Isabel B. Oldshue, a single person, whose post office address is 929 Pin Brook Lane, Tuscaloosa, AL 35406, grantor, and Justin D. Porter and Carrie M. Porter, husband and wife, whose post office address is 10172 Bittern Drive, Pensacola, FL 32507, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

**Witnesseth**, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Escambia County, Florida to-wit:

**Lot 4, Block "B", GRANDE LAGOON SOUTH, a subdivision in Section 26, Township 3 South, Range 31 West, Escambia County, Florida, according to Plat recorded in Plat Book 10 at Page 32 of the Public Records of Escambia County.**

**Parcel Identification Number: 263S31-2200-004-002**

**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**To Have and to Hold**, the same in fee simple forever.

**And** subject to taxes for the current year and later years and all valid easements and restrictions of record, if any, which are not hereby reimposed; and also subject to any claim, right, title or interest arising from any recorded instrument reserving, conveying, leasing, or otherwise alienating any interest in the oil, gas and other minerals. And grantor does warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever, subject only to the exceptions set forth herein.

**In Witness Whereof**, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Marceline S. Mott  
Witness Name: Marceline S. Mott

Isabel B. Oldshue (Seal)  
Isabel B. Oldshue

Peggy Mc Collum  
Witness Name: Peggy Mc Collum

State of Alabama  
County of TUSCALOOSA

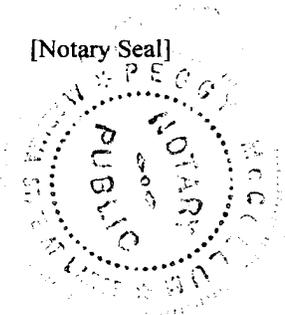
The foregoing instrument was acknowledged before me this 28TH day of September, 2016 by Isabel B. Oldshue, who  is personally known or  has produced a driver's license as identification.

[Notary Seal]

Peggy Mc Collum  
Notary Public

Printed Name: Peggy Mc Collum

My Commission Expires: My Commission Expires April 01, 2018



**RESIDENTIAL SALES  
ABUTTING ROADWAY  
MAINTENANCE DISCLOSURE**

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances Chapter 1-29.2, Article V requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgment by the County of the veracity of any disclosure statement.

Name of Roadway: Grande Lagoon Boulevard

Legal Address of Property: 5718 Grande Lagoon Boulevard, Pensacola, FL 32507

The County (X) has accepted ( ) has not accepted the abutting roadway for maintenance.

This form completed by: Stephen B. Shell  
Shell, Fleming, Davis & Menge  
Post Office Box 1831  
Pensacola, FL 32591-1831

**Seller:**

Isabel B. Oldshue  
Isabel B. Oldshue

**Buyers:**

Justin D. Porter  
Justin D. Porter

Carrie M. Porter  
Carrie M. Porter

THIS FORM APPROVED BY THE  
ESCAMBIA COUNTY BOARD OF  
COUNTY COMMISSIONERS  
Effective: 4/15/95



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

AI-12851

Growth Management Report 10. 2.

BCC Regular Meeting

Action

Meeting Date: 09/21/2017

Issue: Action Item - Hold Harmless Agreement for a Shore Protection Structure  
- 578 Windrose Circle

From: Horace Jones, Director

Organization: Development Services

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**RECOMMENDATION:**

Recommendation Concerning a Hold Harmless Agreement for a Shore Protection Structure

That the Board review and approve a hold harmless agreement with Donald and Brenda Long, for construction of a seawall at 578 Windrose Circle, Parcel I.D. # 59-2S-30-2180-012-001. The agreement will serve to hold the county, its officers and employees harmless from any damages to persons or property that may result from authorized construction.

**BACKGROUND:**

The Escambia County Land Development Code (LDC) allows for construction of rigid shore protection structures along estuarine shorelines in **Section 4-5.5 (b)(4)b:**

b. Armored shorelines. Because the use of rigid shore protection structures, including riprap and rock revetments, may cause significant environmental impacts, and erosion of neighboring properties such structures may only be permitted within the shoreline protection zone where vegetative or other natural methods of shoreline stabilization have been determined by the county to not be practical. Prior to the construction of any significant rigid shore protection structure the applicant shall submit the following to the county for review and approval:

**1. Shoreline erosion statement.** A description of the features of the site and adjacent area, and the proposed measures to be implemented for prevention of erosion and other adverse impacts to adjacent properties from the construction shall be provided.

**2. Hold harmless agreement.** An executed agreement, in a form approved by the County Attorney, to hold the county, its officers and employees harmless from any damages to persons or property that may result from authorized construction.

**BUDGETARY IMPACT:**

No budgetary impact is anticipated by approving this agreement.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

No additional personnel are required for implementation of this agreement.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The Board Chairman will need to sign the hold harmless agreement.

**IMPLEMENTATION/COORDINATION:**

This agreement will allow for permitting of the requested seawall.

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**Attachments**

**Release of Claims For Damages, Hold Harmless, and Indemnification Agreement**

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This document prepared by:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(name and address)

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

RELEASE OF CLAIMS FOR DAMAGES, HOLD HARMLESS,  
AND INDEMNIFICATION AGREEMENT  
(Husband and Wife)

THIS RELEASE OF CLAIMS FOR DAMAGES, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT (Agreement) is entered, by and between DONALD H LONG, and BRENDA LONG, husband and wife, whose mailing address is 578 Windrose Circle Pensacola FL, 32507 (Property Owner) and Escambia County, a political subdivision of the State of Florida, whose address is 221 Palafox Place, Pensacola, Florida 32502 (County).

(Wherever used, the term "Property Owner" and "County" shall include singular and plural, masculine and feminine, heirs, legal representatives, successors and assigns, when the context so admits or requires.)

WITNESSETH

WHEREAS, the Property Owner is the owner of property (Property) located in Escambia County, Florida, more particularly described as:

[ATTACH OR FILL-IN LEGAL DESCRIPTION]

WHEREAS, the Property Owner has applied to the County for a permit to construct a shore protection structure on the Property;

WHEREAS, Section 4-5.5, Escambia County Land Development Code, requires applicants who seek permits for construction of shore protection structures to provide certain protections to the County;

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the sufficiency and receipt of which is acknowledged, the Property Owner and the County agree as follows:

1. The above-recitals are true and correct and incorporated herein by reference.

2. The Property Owner shall release, indemnify, defend, and hold harmless the County, its elected and appointed officials, employees, representatives, agents, and volunteers from any and all claims, suits, actions, damages, penalties, interests, liabilities and expenses, including costs and attorneys' fees, incurred in connection with the loss of life, bodily or personal injury, environmental damage, property damage, including the loss of use thereof, zoning or like issues, directly or indirectly caused by, resulting from, arising out of, or occurring in connection with Property Owner's construction of a shore protection structure on the Property.

3. The Property Owner acknowledges that this Agreement constitutes an absolute bar to his recovery in any suit instituted on account of injury or damages to persons or the Property as a result of Property Owner's construction of a shore protection structure on the Property.

4. The Property Owner agrees to pay on behalf of the County a legal defense, which shall be done only if and when requested by the County, for all claims encompassed by this Agreement. Such payment on behalf of the County shall be in addition to any other legal remedies available to the County and shall not be considered its exclusive remedy.

5. The Property Owner warrants that he holds all right, title, and interest in the Property, and that no third-party joinder or consent is necessary to effectuate this Agreement as it relates to the Property.

6. This Agreement and the obligations contained herein shall run with the land and shall be binding on Property Owner's heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the undersigned has made and executed this Agreement this 23 day of AUGUST, 2017.

Witness Jackie Keller  
Print Name JACKIE KELLER

Witness Brandi Ekberry  
Print Name Brandi Ekberry

PROPERTY OWNER

By: [Signature]  
(signature)  
Douglas H Long  
(printed name)

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23 day of AUGUST,  
20 17, by DONALD LONG. He/She  is personally known to me,   
produced current \_\_\_\_\_ as identification.



Cathy A. Murphy  
Signature of Notary Public

CATHY A. MURPHY  
Printed Name of Notary Public

(Notary Seal)

Witness Jackie Keller  
Print Name JACKIE KELLER

Witness Brandi Ekkeberry  
Print Name Brandi Ekkeberry

By: Brenda Long  
(signature)  
Brenda Long  
(printed name)

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23 day of AUGUST,  
20 17, by BRENDA LONG. He/She  is personally known to me,   
produced current \_\_\_\_\_ as identification.



Cathy A. Murphy  
Signature of Notary Public

CATHY A. MURPHY  
Printed Name of Notary Public

(Notary Seal)

**ACCEPTANCE**

This Release of Claims for Damages, Hold Harmless, and Indemnification Agreement is executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, on behalf of Escambia County, Florida, as authorized by its Board of County Commissioners at a meeting on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Escambia County, Florida, a political  
subdivision of the State of Florida

ATTEST: Pam Childers  
Clerk of the Court

By: \_\_\_\_\_  
\_\_\_\_\_, Chairman

\_\_\_\_\_  
(Deputy Clerk)

Recorded in Public Records 5/17/2017 10:08 AM OR Book 7714 Page 28,  
Instrument #2017037041, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$18.50 Deed Stamps \$5,880.00

43  
15  
5560

This Instrument Prepared by and Return to:  
Surety Land Title of Florida, LLC  
2600 N. 12th Avenue  
PENSACOLA, FL 32503  
Property Appraisers Parcel Identification (Folio) Numbers: **592S302180012001**

SPACE ABOVE THIS LINE FOR RECORDING DATA

### Trustee's Deed

**This Trustee's Deed** made this **12th** day of **May, 2017** between **Mailande V. Turner, an unmarried widow woman, individually and as Trustee of the Mailande V. Turner Revocable Trust dated September 26, 2006** whose post office address is **10100 Hillview Drive 9A, Pensacola, FL 32514**, grantor, and **Donald H. Long and Brenda Long, husband and wife**, whose post office address is **578 Windrose Circle, Pensacola, FL 32507**, grantee:

*(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)*

**Witnesseth**, that said grantor, for and in consideration of the sum **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantees heirs and assigns forever, the following described land, situate, lying and being in **ESCAMBIA** County, Florida, to-wit:

**Lot 12, Block "A", HARBOUR POINTE, a Subdivision of a Portion of Section 59, Township 2 South, Range 30 West, Escambia County, Florida, according to Plat thereof recorded in Plat Book 14, Page 97 and 97A, of the Public Records of Escambia County, Florida.**

**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**To Have and to Hold**, the same in fee simple forever.

**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantors.

**IN WITNESS WHEREOF**, the said party of the first part has hereunto set his/her hand and seal on the day and year first above written.

[Signature]  
Witness #1 Signature

Kim Hinerman  
Witness #1 Printed Name

[Signature]  
Witness #2 Signature

Julie A. Carrier  
Witness #2 Printed Name

**The Mailande V. Turner Revocable Trust  
dated September 26, 2006**

Mailande V. Turner, individually and as trustee  
**Mailande V. Turner, individually and as trustee**

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this 12th day of May, 2017 by **Mailande V. Turner, an unmarried widow woman, individually and as Trustee of the Mailande V. Turner Revocable Trust dated September 26, 2006** who is personally known to me or has produced AD as identification.



**KIM HINERMAN**  
Notary Public - State of Florida  
My Comm. Expires July 26, 2020  
Commission # GG 15566  
Bonded Through National Notary Assn.

[Signature]  
Notary Public

Printed Notary Name



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

**AI-12893** **Growth Management Report** **10.3.**  
**BCC Regular Meeting** **Action**  
**Meeting Date:** 09/21/2017  
**Issue:** At-Large Appointment to the Escambia County Planning Board  
**From:** Horace Jones, Director  
**Organization:** Development Services

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**RECOMMENDATION:**

**Recommendation Concerning an At-Large Appointment to the Planning Board**

That the Board take the following action concerning a two-year, at-large appointment to the Escambia County Planning Board:

A. Appoint Andrew DeMartin effective September 21, 2017, through September 20, 2019;

OR

B. Appoint James Hunt effective September 21, 2017, through September 20, 2019;

OR

C. Appoint Jerry Siddall effective September 21, 2017, through September 20, 2019;

OR

D. Appoint Alan Gray effective September 21, 2017, through September 20, 2019;

OR

E. Appoint Keith Swilley effective September 21, 2017, through September 20, 2019.

**BACKGROUND:**

The Escambia County Land Development Code, Article 2, Section 2.03.02 and 2.03.03 specify two-year staggered terms of office for at-large members of the Planning Board. Mr. Edwin Howard resigned from the Planning Board on July 31, 2017. Mr. DeMartin, Mr. Hunt, Mr. Siddall, Mr. Gray, and Mr. Swilley have expressed a desire to serve on the Planning Board. Their resumes are attached for your review.

**BUDGETARY IMPACT:**

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

**LEGAL CONSIDERATIONS/SIGN-OFF:**

NA

**PERSONNEL:**

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

**POLICY/REQUIREMENT FOR BOARD ACTION:**

In accordance with the Section 1,B.1. Appointment Policy and Procedures, the Board of County Commissioners' Policy Manual, Board approval is required for all appointments/re-appointments to Boards/Committees established by the Board of County Commissioners. The requested action complies with the LDC Article 2, Section 2.03.02 and Section 2.03.03, pertaining to terms of office for at-large members of the BOA.

**IMPLEMENTATION/COORDINATION:**

Upon appointment of the at-large member by the Board, the appointee will serve the required terms of office and fulfill the duties of their respective board membership.

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**Attachments**

Andrew DeMartin Resume

James Hunt Resume

Jerry Siddall Resume

Alan Gray Resume

Keith Swilley Resume

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# Andrew J. DeMartin

625 CARMODY HILL RD CANTONMENT FL,32533 • (516) 860-8947 • [AJDEMARTIN5@GMAIL.COM](mailto:AJDEMARTIN5@GMAIL.COM)

## Summary

Experienced government professional with a skill set that includes project management, infrastructure, and government communications. Expert knowledge of emergency access and logistics both by education and practical experience.

## Experience:

### Elected Office

#### Candidate for New York State Assembly 2016

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#### Commissioner, Manhasset-Lakeville Water and Fire District, 2008-2011

Elected to the Board of Commissioners, a three-member body responsible for overseeing the second largest fire district in Nassau County; one of the largest and most densely populated water districts in the County. The combined districts have an overall budget of \$13 million, employ a total staff of 47 and maintain a fleet of emergency response and maintenance vehicles and an array of fire stations and critical water infrastructure facilities.

- Participated in the negotiation of major settlements with Lockheed-Martin and North Shore University Hospital to address environmental impacts on the district's drinking water supply.
- Assisted in reducing the fire and water district budgets.
- Participated in reviews of security procedures related to critical infrastructure operated by the districts; helped develop plans to increase security at these facilities.

## Professional Experience

**Present - Director of Operations at Cajun Specialty Meats – Pensacola**

**Present - Owner and operator of rental property at 331 Panferio Dr Pensacola Beach F.L.**

**Present - Founder of AJD Emergency Management Consulting Florida LLC**

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#### Commissioner of the Department of Public Safety, Town of North Hempstead, (TONH) 2011-2016

Planned, strategized and executed, in collaboration with the Town of North Hempstead Supervisor Jon Kaiman, Town of North Hempstead Public Safety initiative, including Office of Emergency Management, Harbor Patrol, Animal Shelter, Code Enforcement, **Parking Enforcement** and Security divisions. Parking Commission of Port Washington Parking dist.

- Hired, trained, and managed six divisions within the Department of Public Safety.
- Provided traffic solution and advice in all aspects of the overall parking issues.
- Directed and disseminated communications across all Town of North Hempstead departments during all emergency crises.
- Executed public safety policies and procedures for the Security and Emergency Management Divisions for all Parks, Buildings, and government entities within the Town of North Hempstead.
- **Served as Harbor Master for the Town of North Hempstead, Manhasset Bay.**
- **Served as parking district director for the Port Washington Parking District.**

#### Engineer, Alert Fire Company, 1994- 2011

Managed and maintained the grounds, equipment, and property of the Alert Fire Company. Handled alarm receipt and dispatching duties at the Alert communications center. Carried out all assignments originating from the fire company's Board of Trustees. Responded to fire and emergency medical incidents, including emergency vehicle operations.

- Operated and maintained all fire company vehicles.
- Developed a comprehensive knowledge of all building and grounds operations.
- Assisted in the reorganization and execution of the employee pension plan.

#### Commissioner, Nassau County, Mineola, New York, 2002- 2006

Studied fire protection needs and issues in the County and made recommendations for improvements and new programs to the County's 71 fire departments.

- Prepared and presented the Fire Marshal's Office annual budget to the Nassau County Legislature.
- Served as spokesperson for the Commission to the media, government officials and local civic and community groups.

7 Aug, 2017

From: Jim Hunt

To: Escambia County Board of County Commissioners

Subj: PLANNING BOARD APPOINTMENT REQUEST

1. I respectfully request appointment to our Planning Board.
2. I am confident that I can not only fulfill the obligations as an at-large member but also exceed expectations. For I have attended dozens of planning board meetings, observed and participated in rezoning hearings, and even presented new ordinances modifications to the PB (small wind energy turbines) as well as the last Land Development Review Committee. Have also observed a few Development Review Committee meetings. I am quite familiar with all three parts of our county ordinances (code of ordinances, comprehensive plan goals/objectives/policies, and land development codes). I am also very familiar with the Board of County Commissioner's Policy Manual. I am familiar with Florida State Statutes relevant to land use and and transportation. Also familiar with regulations and guidelines from FL Office of Economic Development, Department of Transportation, Department of Environmental Protection, and Department of Public Health; additionally familiar with federal office equivalents and their regulations. I will bring a holistic wealth of knowledge and experience to our Local Planning Agency.
3. I also bring a perspective for protecting our military properties and operations, for I taught FAA and Navy flight rules and regulations to military pilots and navigators at aviation preflight indoctrination school aboard NAS Pensacola. I also did helicopter pilot training for flight surgeons at NAS Whiting Field - even did box patterns at OLF-8. Designated Naval Flight Officer at Sherman Field - did touch-n-gos at both Saufley and Bronson Fields, and many flights in and around Pensacola International Airport. Thus, I am familiar with aerodromes, flight patterns, lighting obstructions, etc.
4. I have advocated for improved coordination between the PB and the FL-AL Transportation Planning Organization. Since I have been a member of the TPO Citizen Advisory Committee since 2011, I am confident I can be a citizen liaison between the two entities. For future use planning, (re)zonings, and (planned use) developments, I'll bring a transportation perspective in order to address potential negative impacts to capacity or roadway level of service, as well as improve alternative modes of transportation.
5. With my public health degree and teaching experiences, I have unique knowledge of planning and executing community health interventions - walkable city concepts for increased citizen activity and the multitude of health and economic benefits from sustainable development planning.
6. My participation and leadership on the county citizen environmental advisory committee and teaching allied health, public health, environmental health and biology course, will aid our PB recommendation deliberations - based on sustainability mechanisms and evidence based information - in order to reduce long-term fiscal impacts from poor planning.
7. Since attending the County Citizens Academy, observing county meetings, and serving on advisory committees, I am likely more familiar with Escambia County governance than other candidates. And, having read the The Job of the Planning Commissioner by Albert Solnit, and similar documents, I am likely more prepared to be on our Planning Board.

## PROFILE

After twenty years active service in the U.S. Navy, I retired in Pensacola, FL. I began teaching, and became active in local governance. I advocate for efficiency improvements and sustainable alternatives: for the basic three R's (Reduce, Reuse, Recycle); for clean environment (air, land and water); for multimodal transportation; and for community health.

## EXPERIENCE

### ADJUNCT INSTRUCTOR 6 YEARS

University of West Florida: Anatomy & Physiology Lab; Medical Terminology; Bioterrorism; and Health Sciences Research Seminar (last three, online)  
Pensacola State College: Anatomy & Physiology lectures and labs; Biology lecture  
Virginia College: Anatomy & Physiology; Pathophysiology; Medical Dosage Calculations; and college Math

### VOLUNTEER 6 YEARS

Florida-Alabama **Transportation Organization Citizen Advisory Committee** 6 yrs - chairman for 3 yrs  
Center for Independent Living **Citizens Advocates Network** 3 years  
Board of County Commissioner's **Citizens Environmental (advisory) Committee** 2 yrs

### NAVAL OFFICER 17 YEARS

Naval Aerospace Physiologist: Aviation Anthropometric Program Manager; **Aviation Preflight Indoctrination Instructor**; Crew **Resource Management & Operational Risk Management** Instructor; Aeromedical Safety Officer; Aviation Survival Training Instructor; Aircraft Mishap Investigator; Night Vision Instructor; LASER Safety Officer; and Water Survival Instructor

Naval Flight Officer: Airborne Tactical **Coordinator** & Navigator; Training Officer; **Communications Officer**; Maintenance Officer; Health & Fitness Officer; **Safety Officer** (OSHA); **Facilities** Manager; and Lifeguard. DD-214 available for Veteran's Preference.

### HEALTHCARE AND FOOD SERVICE 4 YEARS

Exercise Physiologist: Instructor for treadmill and flexibility classes; leader of hikes; and technician for medical treadmill stress test (ECG)  
Restaurant Employee: Bartender, lead Bar-back, Waiter, Busboy, and Host

### NAVAL SAILOR 3 YEARS

Electronics Technician: **Nuclear power** program, then officer selection program

## EDUCATION

**Uniformed Services University of the Health Sciences** — Master of Public Health  
National Institutes of Health - human subjects research ethics certificate

**University of California at Los Angeles** — Bachelor of Science, Kinesiology

**Naval Aerospace Medicine School** — Naval Aerospace Physiologist designation

**Naval Postgraduate School** — Aviation Safety Officer certificate

**Naval Flight School** — Naval Flight Officer designation

**American Red Cross** — CPR, lifeguard, and 1st aid certificates

**Naval Nuclear Power School** — certificate

**Escambia County Citizens Academy** — certificate

-Sailor/Marine American Council on Education Registry Transcript available

## SKILLS

**Leading** people and **managing** programs. Instructing and **presenting**, Developing curricula. Researching. Investigating and Reporting. Assessing programmatic needs.

**Planning** and Evaluating Programs. Recommending alternatives, innovations, quality and efficiency improvements.

Frank G. (Jerry) Siddall  
300 Calhoun Ave  
Pensacola, FL 32507  
August 4, 2017

Escambia County Planning Board  
3363 West Park Place  
Pensacola, FL 32505

Dear Escambia County Planning Board:

Please consider my resume for the at-large appointment to the Escambia County Planning Board. I'm a 26-year U.S. Air Force veteran that enjoys serving for the public.

Sincerely,

A handwritten signature in black ink that reads "Frank G. Siddall". The signature is written in a cursive, flowing style with a large initial "F".

Frank G. (Jerry) Siddall

# FRANK “JERRY” SIDDALL

jerrysid@msn.com



<https://www.linkedin.com/in/jerrysiddall>



(435) 730-7747

Experienced and skilled Project Manager with expertise in strategic environments and proven success in implementing program improvements, training/cross-training personnel, and increasing productivity and revenue through innovation and adherence to quality standards. Exceptional communicator with strong skills in cross-functional coordination and procedural documentation. Acknowledged for ability to work with diverse groups of people to achieve corporate goals and meet targets on deadline within budget. Outstanding strategist, able to deliver growth in highly competitive markets.

Program/Project Management  
Proposal Writing/Management  
Budgeting and Forecasting  
Quality Control/Assurance

ISO 9000 Certified  
Strong Negotiator  
Contract Compliance  
Process Improvement

Logistics/Procurement  
Government Relations  
Continuous Improvement  
Operations/Production Management

## PROFESSIONAL EXPERIENCE

### ***Business Development Manager***

Auto Zone, Inc.

2013 to present

- Developed business plans for 11 automotive part stores to increase B2B commercial sales
- Utilized available tools/material to train commercial managers to increase sales; 50% of the stores increased their B2B sales up to 75% over previous year's sales
- Identified high (above 2%) Shrink in 7 stores; assisted in helping the stores reduce their Shrink to below 1%
- Lead/developed managers to achieve increased sales, improve store standards, solve business challenges, drive results, build people capabilities and develop local strategies to better serve customers

### ***Senior Business Development Manager***

Pacific Architects and Engineers, Inc.

2012 to 2013

- Key Business Development member for \$1.1B company; designed and defined procedures for a centralized Proposal Center to bring continuity within Business Development processes and created a resource database repository.
  - Prepare technical responses for various tenders pursued.
- Prepared and awarded 3 year \$10 million Base Operating Services contract with Japan Ministry of Defense
- Set company policy procedures for Quality, Safety, Health and Environmental worldwide.
  - Performed Quality, Safety, Health, and Environmental audits.

### ***Program Manager***

Pacific Architects and Engineers, Inc.

2011 to 2012

- Managed logistic operations for U.S. Army on \$20 million Heavy Lift 7 transportation contract.
- Spearheaded Operations/Quality Management policies and procedures for 500+ vehicle fleet and drivers.
- Prepared and managed annual operating budget forecast and quarterly line-of-business P&L reports.
- Acted as Point of Contact to key military and commercial customers to obtain, negotiate or exchange specific contractual information in meeting/exceeding customer's requirement/expectation.

### ***Quality Director***

Pacific Architects and Engineers, Inc.

2009 to 2011

- Managed Quality Management policies and procedures on \$380 million Base Operating Services (BOS) U.S. Navy contract. Ensured continued performance objectives and standards identified in contract were met.
- Served as Chairman of Source Selection Evaluation Board for Firm-Fix Price and Cost Reimbursement contracts.
- Implemented a Continuous Improvement Process program that delivered customer valued processes by constantly evaluating and improving programs through efficiency, effectiveness, and flexibility.
- Defined inspection procedures for all areas of the project to include: Security Operations, Fire and Emergency Services, Air Operations, Logistics, Laundry Services, Morale, Welfare and Recreation, Bachelor Quarters, Food Services, Facilities Support, Utilities, Base Support and Vehicle Equipment, and Environmental, as well as other functional areas listed in the BOS contract.

- Developed a Technical Library department and created a database repository to manage and maintain facility documentation in the form of engineering drawings, system manuals, project files and converting paper-based documents to electronic images, including data entry.

**Production Manager**

**United States Air Force**

2006 to 2009

- Managed activities of 134 personnel, three Production Facilities, and 34 Storage Facilities. Accountable for production, assembly, and delivery of state-of-the-art smart munitions.
- Took responsibility for more than \$500 million in Department of Defense munitions and equipment located at Hill Air Force Base, UT, and Balad Air Base, Iraq.
- Acted as Team Leader for two Lean Six Sigma events that saved the Air Force an estimated \$140,000 in five years and countless man hours, as well as eliminated redundant steps, including needless paperwork.

**Program Manager**

**United States Air Force**

2004 to 2006

- Performed Quality Control/Quality Assurance of government contracts ensuring contractor performance compliance to specifications, identifying requirements, classifying risks, selecting key processes, identifying improvement opportunities, and maintaining records as a resident in a contractor facility and as a non-resident specialist/representative of several contractor facilities.
- Authored and updated facility five-year plan for improvements that stored \$1.3 billion in Department of Defense munitions and equipment at Al Udeid Air Base, Qatar; Thumrait Air Base, Oman; Eskan Village, Saudi Arabia; Kuwait; and various locations in Iraq.
- Acted as Point of Contact to key military and commercial clients to obtain, negotiate or exchange specific contractual information in meeting/exceeding Department of Defense's requirement/expectation.
- Initiated and managed facility projects in excess of \$5 million; improved the facilities appearance, space utilization, efficiency, and cost effectiveness.
- Coordinated contractors, authored statements of work for projects and contracts, and acquired estimates for needed work.

**Chemical Biological Nuclear Weapons Treaty Compliance Superintendent**

**Defense Threat Reduction Agency**

2001 to 2004

- Served as Senior On-Site Inspection Directorate Chemical and Biological Division Team Advisor for the implementation, operation, and management of Directorate programs designed to identify and correct problems relative to internal management operating procedures relative to Directorate management practices.
- Led mission activities on various treaty compliance inspections in many countries, including the U.S.
- Provided technical oversight and business management over the training received by new members in the Chemical, Biological, and Nuclear Weapons Treaty Conventions.

**EDUCATION, LICENSURES & CERTIFICATIONS**

***Bachelor of Science in Health Administrative Management***  
***University of West Florida, Pensacola, FL (Continuing Education)***

***Associate of Arts in Munitions Systems Technology***  
***U.S. Air Force University/CCAF, Maxwell AFB, AL***

- ❖ **PMI Certified Associate:** Project Management Training.
- ❖ **APMP Certified:** Proposal Management/Writing.
- ❖ **ISO 9001- 2008 Certified:** Auditor/Lead Auditor.
- ❖ **Construction Quality Management:** U.S. Army Corps of Engineers Certification.
- ❖ **Lean /Six Sigma:** DoD Manufacturing Certification.

# FIRST CITY

September 14, 2017

Jack Brown  
Escambia County Manager  
221 Palafox Place  
Pensacola, FL 32502

## RE: Escambia County Planning Board Application

Dear County Administrator Jack Brown,

Please find this letter as indication that I would like to be considered for appointment to the Escambia County Planning Board. I spoke with Commissioner Underhill today and he agreed that while we don't see eye to eye on every aspect of my profession I would make a good candidate to serve in this capacity for our community.

My volunteer efforts in this community provide a concrete example that my professionalism extends well beyond my contracted work. I look back to the last six years leading the Vision Pensacola grassroots lobbying effort. Even my years serving as the Government Affairs Chairman for the Pensacola Young Professionals, my service on the City of Pensacola Environmental Advisory Board, the City of Pensacola Downtown Community Redevelopment Agency's Hawkshaw Selection Committee in 2015, and the Florida Alabama Transportation Planning Organization Bicycle Pedestrian Advisory Committee as track record enough that my attention is focused and my commitment is proven through a track record of years of service.

Thank You,

Alan Gray, AICP

President & CEO

First City Planning & Development

55 South A Street

Pensacola, FL 32502

# ALAN GRAY, AICP

MOBILE: 850-510-0596

[AlanGray@FirstCityDevelopment.com](mailto:AlanGray@FirstCityDevelopment.com)

PERMANENT MAILING ADDRESS:

55 South A Street  
Pensacola, FL 32502

**EMPLOYMENT: President & CEO, First City Planning & Development Jan. 6, 2015 - Current**

Responsibilities include Presentations to governing boards and committees on behalf of clients. Project management and administration of many projects on a continual basis. Each initiative requiring extensive knowledge of local codes and policies, Florida Statutes, Florida Building Code, comprehensive analysis, community planning and economic development.

**City Planner City of Pensacola May 28, 2013 – January 6, 2015** Administrator of the Downtown Community Redevelopment Agency, Secretary of the Zoning Board of Adjustment, Gateway Review Board, and assistant at Planning Board, Architecture Review Board, and Eastside Redevelopment Board. Responsibilities included City Council Presentations at public workshops presentations and developing public advisories for any number of City initiatives. Project management and administration of many projects on a continual basis. Each initiative requiring extensive knowledge of conciliatory advising, comprehensive analysis, land use planning, placemaking, community planning, and economic development through responsible City Planning.

**Regional Planner II West Florida R.P.C. 2010 – March 1, 2013** Responsibilities included project management and administration many projects on a continual basis. Each initiative requiring extensive Federal Grant reporting requirements as well as scheduled tasks and deliverables. Work focused in areas of Emergency Planning, Economic Development and Local Government Technical Assistance.

**Regional Planner II West Florida R.P.C. 2008 – 2010** Responsibilities included administration of Public Transit Planning for Bay County Florida. This included the daily tasks of handling safety and security incidents and procurement of federally funded capital items. Monthly tasks of preparation of resolutions and enclosures for local MPO approval and the semi-annual tasks of grant procurement, Federal and State reporting.

**Regional Planner West Florida R.P.C. 2006 – 2008** Responsibilities included GIS mapping, Comprehensive Plan amendment reviews, creation of Evaluation and Appraisal Reports, Comprehensive Plans, draft proposals, and extensive land use analysis dealing with day to day aspects of land use planning.

**Graduate Assistant G.I.S. Research Lab 2004 –2006** Responsibilities included maintenance of various operating systems and G.I.S. software platforms on over a dozen computer stations as well as providing technical assistance for students taking Computer Aided Mapping and Design, Introductory and Advanced G.I.S. courses.

**Research Assistant                      UA Criminal Justice Dept.                      2004- 2005**  
Responsibilities included fieldwork in Montgomery, AL for data collection as well as data input with the SPSS program in the University of Alabama Department of Criminal Justice database.

**EDUCATION:                      M.S. in Geography, Urban & Regional Planning                      Attended 2004- 2006**  
The University of Alabama, Tuscaloosa, Alabama

- Department funded trip to SEDAAG to present research
- Department research in West Africa in study abroad program
- Paid 100% of education with Graduate Assistant Positions and loans
- Awarded position as G.I.S. Research Laboratory Graduate Assistant
- Research Assistant for Criminal Justice Department HIV/AIDS Research

**B.S. in New College, Environmental Studies                      Attended 2001-2004**  
The University of Alabama, Tuscaloosa, Alabama.

- Phi Theta Kappa Honor Society, The National Dean's List 2000-04
- Awarded for outstanding performance in seminar 2001, 2002, & 2003

**WRITING:                      Impact of Hurricane Katrina on New Orleans: A past, present & future analysis from a physical geography and planning perspective.**

**2013 APA Great Places in America Top 10 Street in America** naming Palafox Street among the other top 10 streets that year.

**2013-2017 Comprehensive Economic Development Strategy (CEDS)** for all Seven Counties in the WFRPC Planning District. **Adopted December 10, 2012**

**Statewide Regional Evacuation Study Program (SRESP)** Storm Surge Depth Analysis Volume 9-1 for Escambia, Santa Rosa, Okaloosa, Walton and Bay Counties.

**Culture and Natural Resource Exploitation in Ghana: Lessons from My Summer Abroad Experience.** Awaiting Publishing by Peer Reviewed Science Journal

**Diamond Resorts "Leaps" into Vanpooling.** Published and awarded winning program of 2007 by the National Association of Development Organizations (NADO)

**What do the Experts Say, October, 2016.** Published in Business Climate Magazine

**PROFESSIONAL:                      Was the Project Manager/Lead Planner for the Brownfields Program, Economic Development Program including EDA Planning Grant and the CEDS update, the Affordable Housing Program and the Energy Resilience Plan.** Also, heading up many **Emergency Planning** efforts including the **Commodity Flow Study, Training and Exercise Plan** update and Workshop as well as the planning the most recent **Interoperability Exercise and for DEM Region I.**

**Administrator of Public Transit** and the **Bay Town Trolley** in Bay County, FL, a two million dollar per year operation with over ten million in rolling stock. Attended multiple FTA and CUTR Training seminars covering topics such as federal review, procurement, grant management and transit agency planning. **Bay Town Trolley ridership never higher before or since my two years running the system.**

Developed and gained unanimous support and ultimately Council approval for the 2013 Pensacola Parking Ordinance. Reduced parking requirements by 51.3% in the CRA.

**Drafted the first Comprehensive Plan** for the City of Bonifay in its entirety up to all current Florida Statutes and growth management laws, adopted 2008, to include GIS FLUM.

**Keith Swilley**  
**Energy Sales and Efficiency Manager**  
**Pensacola District**  
Gulf Power Company  
Pensacola, Florida 32520  
850-429-2619 (work) | 850-748-4759 (mobile)  
e-mail: lkswille@southernco.com

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**QUALIFICATIONS**

I have thirty seven years of experience in sales and marketing management with a major focus on energy efficiency and customer value with Gulf Power Company. I have worked in Corporate Marketing in program development and have served in two geographical district areas in management for the past 20 years. I have extensive knowledge and experience in sales, marketing, program development and implementation, working with cross-functional departments and developing relationships internally and externally to deliver positive company results.

**EDUCATION**

Bachelor of Science – Business Management, Minor in Marketing, Louisiana Tech University

**Work History**

**Gulf Power Company**

2001 – Present

**Pensacola District Energy Sales and Efficiency Manager** – Manage 22 field commercial/small industrial/residential employees, one residential supervisor. Responsible for implementation, promotion and sales of company marketing programs.

2000 – 2001

**Manager of Residential Marketing Corporate Marketing** – Responsible for program development for the residential market.

1994 – 2000

**Panama City District Marketing Manager** – Managed department of residential and commercial field personnel, one supervisor and implemented sales/marketing programs.

1993 – 1994

**Commercial Marketing/Sales Field Representative**

1990 – 1993

**Corporate Marketing Residential Specialist/Program Manager**

1987 – 1990\*

**Senior Residential Marketing/Sales Field Representative** (rehired to Gulf Power)

1984 – 1985

**HVAC Specialist** – Responsible for training and field rep support, trouble shooting customer comfort problems, helped develop the first area A/C Dealer Heat Pump Association for training/education of dealers, trade allies and build demand for heat pumps.

1980 – 1984

**Residential Marketing/Sales Field Representative** – Field sales/marketing rep promoting and selling the GoodCents Home program and other company marketing offerings.

\*1986 – 1987

*left the company to work at Air Design Systems, Inc., mechanical HVAC firm, Pensacola Florida, managed residential and commercial sales, and installations.*

**Other Related Training/Experience**

- Current member of the Southern Company Energy Sales and Efficiency Committee
- Geothermal HVAC Subject Matter Expert
- Board Member of the West Florida Home Builders Association 2001-2010
- Currently represent the Southern Company on the Geothermal Exchange Organization Board in Washington DC – Vice Chairman position (trade organization)
- Current Corresponding Member for Technical Committee 6.8 Member – Geothermal/Heat Recovery Systems, National ASHRAE (American Society of Heating, Refrigerating and Air Conditioning Engineers) – Building Codes and Standards
- 2017-18 Current President of the NWFL Chapter of ASHRAE
- 2007 Represented Gulf Power with other Florida IOU's on the State of Florida Energy Efficiency Advisory Committee
- Past Geothermal Heat Pump Consortium – Technology Confidence Building Committee Member DOE/EPA funded)
- Past Manual D Instructor – Auburn Extension Service
- Gulf Power Company current Antitrust SME compliance representative
- Storm Logistics Manager for the Gulf's largest geographic area (Escambia County)
- Past/Present Energy Efficiency Presentations made:
  - Society of American Military Engineers
  - American Ground Water Trust
  - International Ground-Source Heat Pump Association Annual Convention – October 2011 Tulsa, OK
  - Colorado Governor's Energy Office August 2011
  - Local Northwest Florida Chapter of ASHRAE
  - Technical Committee 6.8 Member – Geothermal/Heat Recovery Systems, National ASHRAE

**CERTIFICATIONS  
AND CONTINUEING  
EDUCATION**

ACCA Manual J – Residential HVAC Load Calculation  
ACCA Manual N – Commercial HVAC Load Calculation  
ACCA Manual D – Residential HVAC Duct Design  
ACCA Manual J & D Instructor  
Numerous HVAC and Building Science Classes  
Southern Company Management Courses  
Geothermal Pipe Fusion Certification  
Certified Green Professional - National Association of Home Builders – June 2011

**Awards/Recognition**

Louisiana Tech Football Scholarship  
Some records still in place at La Tech University and Independence Bowl in 1977 and 1978  
2008 Southern Company Leaf Award Recipient (Leaders in Environmental Action for the Future)



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

**AI-12911** **Growth Management Report** **10. 4.**  
**BCC Regular Meeting** **Action**  
**Meeting Date:** 09/21/2017  
**Issue:** Discussion Item - Family Conveyance  
**From:** Horace Jones, Director  
**Organization:** Development Services

---

**RECOMMENDATION:**

**Recommendation Concerning the Discussion of Family Conveyance**

That the Board review, discuss and provide guidance to staff to address the Family Conveyance provisions in the LDC.

**BACKGROUND:**

At the COW on 14 September, 2017, the BCC directed staff to provide proposed changes to the existing Family Conveyance process and forms to minimize the creation of non-conforming lots.

**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**

Family Conveyance Brief  
Draft Ordinance

Draft Application

Draft Affidavit

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# Family Conveyance Provision

September 21, 2017 BCC Discussion

(added after COW briefing on September 14, 2017)



# OBJECTIVES

- To clarify the context of Family Conveyance Provision
- To develop a process for recording family conveyance lots within the official records of Escambia County

# Historical Timeline

April 6, 2000 - Internal Memorandum from Growth Management Director to staff addressing issues with Family Conveyance language/interpretation

April 19, 2000 - Planning Board review/recommendation on Family Conveyance language in LDC

November 2, 2000 - BCC adopts language addressing Family Conveyance into the LDC, Ordinance #2000-49

April 6, 2017- BCC written communication ref:3340 Dunaway Lane. BCC directed staff to establish a process for the recording of Family Conveyance lots within the County records

May 4, 2017- BCC further direction to staff to provide changes to the existing Family Conveyance process based upon pending VRD-2017-01

May 25, 2017- Additional direction given by BCC to staff to amend the LDC and establish a process for the recording of Family Conveyance lots within the County records and to coordinate the process with the Escambia County Property Appraiser's office

June 1, 2017 - Meeting with Escambia County Property Appraiser, Chris Jones and his staff

# Current Process for Family Conveyance Provision

- Applicant meets with staff to discuss the Family Conveyance process
- Staff review of the proposed parcel
- Staff informs applicant of requirement to obtain an official deed showing the relationship
- Applicant records deed and legal description in the Escambia County official records
- Applicant submit copy of the official recorded deed to staff
- Staff review document and the land use is granted per the Family Conveyance
- (continued next slide)

# Current Process for Family Conveyance Provision

## Please note:

- Currently, Land Use approval is granted to specified family members regardless of the following:
  - Zoning & Density
  - Lot size & setbacks
  - Subdivision regulations
  - Access to property (i.e., road frontage)
  
- Current process allows for non-conforming lots to be recorded in the official records
  
- Applicant then proceeds to BID for plan review and permitting

# Proposed Changes Permitting Process for Family Conveyance

A proposed Ordinance has been drafted for consideration by the Planning Board to:

- To amend LDC language under the Family Conveyance exception to allow for the recording of Family Conveyance lots in the official records
- To approve a Family Conveyance Application form
- To create a Family Conveyance Relationship Affidavit to be recorded in the Official Records of Escambia County
- To coordinate the addition of the family conveyance process to the Property Appraiser's combination and split request forms

# Options to minimize non-conformance for Family Conveyance

Along with the other proposed changes, these options can be considered as well:

- Amend the current LDC to state that all newly created lots must comply with all of the applicable current regulations, including all lots created by family conveyance, (and/or)
- Family conveyance only allowed in specific zoning districts (AG, RR, RMU, LDMU, & HDMU) with the parent parcel being at least **half acre or greater**, (and/or)
- Family conveyance is not allowed in a recorded subdivision with a PB and Page #, (and/or)
- Family conveyance is not allowed on Perdido Key or Pensacola Beach

# What is next

- BCC discussion September 21, 2017, to receive BCC guidance
- Discussion of DRAFT ordinance and other required forms, which includes the Family Conveyance Affidavit and the Family Conveyance Application with Planning Board
- Recommendation to BCC for ordinance adoption, including all supporting documents



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

3 **Section 1.** Part III of the Escambia County Code of Ordinances, the Land Development  
4 Code of Escambia County, Chapter 5, General Development Standards, Article 3,  
5 Division of Land, Section 5-3.2, is hereby amended as follows (words underlined are  
6 additions and words ~~stricken~~ are deletions):

7 **Sec. 5-3.2 - General provisions.**  
8

- 9 (a) *Approval required.* The division of land requires county review and approval for  
10 compliance with the standards of this article unless the division is specifically  
11 identified in the LDC as exempt from these standards.
- 12 (b) *Modification of standards.* Variances to the strict application of the standards of this  
13 article are not available from the planning official, BOA or SRIA. Where the provisions  
14 of this article specifically allow, the county engineer has discretion within accepted  
15 standards of engineering practice to allow for modifications that maintain the stated  
16 purposes of the article.
- 17 (c) *Creation of new lots.* No lot shall be created which requires a variance or another  
18 exception to the requirements of the LDC to provide sufficient buildable area or other  
19 conditions necessary to use a lot for its intended purposes. Additionally, unless  
20 established through the family conveyance exception of this section, the creation of  
21 any new lot shall comply with the following:
- 22 (1) *Zoning compliant.* Each lot provides the minimum lot area and dimensions  
23 required by the applicable zoning district.
- 24 (2) *Right-of-way frontage.* Each lot fronts on a public or private right-of-way, whether  
25 improved or unimproved, which conforms to the definition of "street" in chapter 6.  
26 Although such right-of-way typically affords the principal means of lot access,  
27 frontage along a right-of-way does not authorize or require access to that street.
- 28 (3) *Subdivision review.* The creation of lots by the division of a parcel into three or  
29 more contiguous lots shall comply with the subdivision standards of this article  
30 and shall be reviewed for compliance as prescribed in chapter 2.
- 31 (d) *Family conveyance exception.* No division of land or building permit shall be denied  
32 where the property in question is to be used solely as a homestead by an owner-  
33 applicant who is the grandparent, parent, step-parent, adopted parent, sibling, child,  
34 step-child, adopted child, niece, nephew, aunt, uncle or grandchild of the person  
35 who conveyed the parcel to such applicant, notwithstanding the density or intensity  
36 of use assigned to the parcel by a particular zoning district. An affidavit of qualifying  
37 family relationship shall be filed with the application for this exception and shall be  
38 recorded in the Official Records of Escambia County, Florida with a copy to the  
39 Escambia County Property Appraiser, at the expense of the applicant. This  
40 exception shall apply only once to any owner-applicant.
- 41 (e) *Completion of platting.* Unless otherwise exempt under provisions of the LDC, before  
42 any lot may be sold or before any building permit is issued to construct improvements

1 on any lot that makes reference to the final plat, the plat shall be approved by the  
2 board of county commissioners (BCC) and recorded in the public records of  
3 Escambia County.

4 **Section 2. Severability.**

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

8 **Section 3. Inclusion in Code.**

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

14 **Section 4. Effective Date.**

15 This Ordinance shall become effective upon filing with the Department of State.  
16

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

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

21  
22 **By:** \_\_\_\_\_

23 **D. B. Underhill, Chairman**  
24

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

27 **By:** \_\_\_\_\_

28 **Deputy Clerk**

29 **(SEAL)**  
30

31 **ENACTED:**

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

33 **EFFECTIVE DATE:**  
34



### FAMILY CONVEYANCE APPLICATION

To: Director, Development Services

Application is hereby made to the Director, Development Services Department, Escambia County, Florida, pursuant to the provisions of Chapter 163.3179, Florida Statutes and the Escambia County Land Development Code, Section 5-3.2 (d), petitioning for a Family Conveyance Exception on the following described property:

Applicant's information	Applicant's name
	Applicant's address
	Relationship to parent parcel owner
	Parent Parcel owner's name
	Parent Parcel address

FOR OFFICIAL USE ONLY	Parent Parcel reference number
	Parent Parcel zoning
	Parent Parcel FLU
	Parent Parcel size in acres
	Number of Parcel(s) established for a family conveyance homestead
	Parent Parcel is a Lot of Record (Circle one): YES      NO
	Parent parcel part of a subdivision (Circle one): YES      NO
	Parent parcel in AIPD (Circle one): YES      NO

You **must** submit the following documents with the application:

- Documentation for parent parcel property ownership. Provide a copy of the warranty deed or contract for deed which includes the property owner's name and legal description.
- Conveyed property recorded deed, area Boundary Survey, certified by a Florida licensed surveyor; signed and sealed. Must contain legal description and exact acreage of new parcel requested under the conveyance. This survey shall indicate all easements for utilities, ingress and egress and their relation to a public right-of-way.
- Completed Family Relationship Affidavit
- Location Map. Clearly identify the subject parcel with a color or pattern.

I, \_\_\_\_\_, (Owner or Authorized Applicant's Name), hereby certify that the information contained in this application and its supplements are true and correct, and that I am the legal owner and/or authorized applicant of the above described property.

I further understand that parcels created pursuant to the Family Conveyance Exemption are solely for providing a place of homestead for eligible family members. A notarized affidavit describing the relationship to the parent parcel owner must be recorded at the time of recoding of the deed. Any approved family conveyance pursuant to the Land Development Code regulations may only be used by the applicant's family member and it is not transferable.

By signing this application, the parent parcel owner and the receiving family member certify and acknowledge that the property to be conveyed is to be used solely as a homestead by an owner-applicant who is the grandparent, parent, step-parent, adopted parent, sibling, child, stepchild, adopted child, niece, nephew, aunt, uncle or grandchild of the person who conveyed the parcel to such applicant and that the family member intends to occupy the property as his or her primary domicile.

The approval of the family conveyance is not for the purpose of circumventing the subdivision requirements of Escambia County.

\_\_\_\_\_  
Name of the parent parcel owner (printed)

\_\_\_\_\_  
Signature of the parent parcel owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of the family member receiving the conveyance (printed)

\_\_\_\_\_  
Signature of the family member receiving the conveyance

\_\_\_\_\_  
Date

The foregoing instrument was sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2017 by \_\_\_\_\_, who personally appeared before me and who is personally known to me or has produced \_\_\_\_\_ as identification.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Name:  
Notary Public

---

DIRECTOR DEVELOPMENT SERVICES DEPARTMENT (ONLY)

The applicant **has/has not** submitted and certified all the required documents in support of the family conveyance; therefore, I **approve/disapprove** the request for a family conveyance for the parcel identified above.

\_\_\_\_\_  
Name and title (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**FAMILY CONVEYANCE  
RELATIONSHIP AFFIDAVIT**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

BEFORE ME, the undersigned authority, personally appeared Affiants \_\_\_\_\_, Owner of the Parent Parcel, and \_\_\_\_\_, Immediate Family Member of the Owner. The Parent Parcel has been subdivided for use by the Immediate Family Member as a primary residence. Both individuals, being duly sworn, say:

1. Affiants acknowledge that the Immediate Family Member is the grandparent, parent, step-parent, adopted parent, sibling, child, stepchild, adopted child, niece, nephew, aunt, uncle or grandchild of the Owner. (Circle one)
2. Both the Owner and the Immediate Family Member have personal knowledge of all matters set forth in this Affidavit.
3. The Owner holds fee simple title to certain property situated in Escambia County, and more particularly described by reference to Escambia County Property Appraiser Parent Tract Parcel No. \_\_\_\_\_.
4. The Immediate Family Member will hold fee simple title to certain real property subdivided from Owner's Parent Parcel situated in Escambia County and more particularly described by reference to Escambia County Property Appraiser Parent Tract Parcel No. \_\_\_\_\_.
5. No person or entity other than the Owner and Immediate Family Member to whom permit is being issued, including persons residing with the family member, claims or is presently entitled to the right of possession or is in possession of the property, and there are no tenancies, leases, or other occupancies that affect the Property.
6. This Affidavit is made for the specific purpose of inducing Escambia County to recognize a Family Conveyance Exception for an Immediate Family Member being in compliance with the density requirements of the Escambia County Comprehensive Plan and Land Development Code and to further issue all necessary building permits for construction of a family residence to be utilized by the Immediate Family Member on the parcel subdivided.
7. This Affidavit and Agreement is made and given by the Affiants with full knowledge that the facts contained herein are accurate and complete and that the penalties for perjury under Florida law include conviction of a felony of the third degree.
8. The Affiants understand that this Affidavit must be recorded at the time of recording the deed.
9. The Affiants acknowledge that any approved division of property pursuant the Family Conveyance Exception may be used only by the Owner's Immediate Family Member and is not transferable.
10. The Affiants hereby certify that the lot division is not for the purpose of circumvention of the requirements of the Land Development Code.
11. The Affiants hereby certify that the property to be conveyed is to be used only as a homestead of the Immediate Family Member, that the Immediate Family Member is able to and intends to occupy the

property as his or her primary domicile, that the Immediate Family Member understands and agrees that a certificate of occupancy or building permit may not be issued in the event the conveyance is for the purpose of circumventing the requirements of the Land Development Code.

12. The Affiants hereby certify that they fully understand that the property to be conveyed pursuant the Family Conveyance Exception may be subject to other restrictions not addressed in the application or affidavit, including but not limited to the inability to acquire building permits or otherwise develop the parcel for any use other than a homestead for a member of the Immediate Family.

13. The Affiants hereby certify that they fully understand that neither the Family Conveyance Application nor the Affidavit is not meant to include an exhaustive list of all potential restrictions or regulations related to their proposed use of the property. It is the advice of the Development Services Department that the affiants consult with a licensed realtor or any attorney of their choosing to discuss regulation and legal implications, if any, of the proposed division and use of the property.

We hereby certify that the facts represented by us in this Affidavit are true and correct and we accept the terms of the Agreement and agree to comply with the Escambia County Land Development Code provisions regulating the Family Conveyance Exception.

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Signature of Immediate Family Member

\_\_\_\_\_  
Printed Name of Owner

\_\_\_\_\_  
Printed Name of Immediate Family Member

The foregoing instrument was sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2017  
by \_\_\_\_\_, Owner, who personally appeared before me and who is  
personally known to me or has produced \_\_\_\_\_ as identification.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Name:  
Notary Public

The foregoing instrument was sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2017  
by \_\_\_\_\_, Immediate Family Member, who personally appeared  
before me and who is personally known to me or has produced \_\_\_\_\_ as  
identification.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Name:  
Notary Public

---

DIRECTOR DEVELOPMENT SERVICES DEPARTMENT (ONLY)

The applicant **has/has not** submitted and certified all of the required documents in support of the requested family conveyance; therefore, I **approve/disapprove** the request for a family conveyance for the parcel identified above.

\_\_\_\_\_  
Name and title (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date





# **FLORIDA FOREST SERVICE**



## **ANNUAL REPORT TO THE ESCAMBIA COUNTY BOARD OF COMMISSIONERS**

**FISCAL YEAR 2016-2017**

**Adam Parden, Forest Area Supervisor  
Cathy Hardin, Senior Forester**

**FLORIDA FOREST SERVICE  
ESCAMBIA COUNTY ANNUAL REPORT  
FISCAL YEAR 2016/2017  
(July 1, 2016 through June 30, 2017)**

## **SUMMARY**

### **Fire Control/Emergency Response**

The Florida Forest Service is an emergency response state agency that provides incident response and assistance to all forms of emergency response incidents, including wildfires, floods, exotic pest eradication, and hurricanes. We have mutual aid agreements with a number of different agencies, including Escambia County Fire Rescue, Navy Fire Rescue, and the City of Pensacola Fire Department. Tactical radio channels are in place with each of our mutual aid partners to provide clear communication on an emergency scene.

The Florida Forest Service currently has two Type 6 fire engines and 3 Tractor/Plow fire units assigned to Escambia County. Those fire units are strategically located throughout the county during periods of high fire danger. This allows us to provide for quick response time to an incident. Air resources, including reconnaissance airplanes and fire helicopters, are also available for our use during most of the year. These resources are located outside the county and must be ordered by Forest Service personnel.

Our fire investigations are handled by the Florida Department of Agriculture and Consumer Services Law Enforcement Department. The fire investigators that work our fires in Escambia County are based out of Pensacola and are readily available for assistance.

For Fiscal year 2016-17, the Florida Forest Service responded to 23 wildfires in Escambia County. As a result, 134 acres were burned. A total of 679 burning authorizations were issued, covering 8,056 acres and 1,007 piles.

During the year, Forest Service employees presented fire prevention displays and programs to an estimated 4,416 citizens of Escambia County. Seventeen landowners were assisted by establishing pre-suppression firelines and prescribed burning.

Wildland fire training was offered to the local volunteer fire departments. Volunteer fire departments were offered assistance through federal grants.

Florida Forest Service personnel assigned to Escambia County provided wildfire assistance to numerous fires out of district during this past fiscal year; including fires in Florida, Georgia, Oregon, Colorado, California, and Washington.

## **FIRE CONTROL PROGRAM**

Wildfire activity this past year was above average with 23 wildfires burning 134 acres. The reason for the increase in fires was mainly due to the dry conditions we experienced last fall through this early spring.

To help minimize the fire problem in the county, we continue to maintain an aggressive fire prevention campaign. This basically consists of both an ongoing educational program and an active landowner assistance policy. This year a total of 21 fire prevention programs were presented to over 4,416 people. Some of our education programs consist of teaming with the Escambia County Sheriff's Office in their Summer Youth Camps and the Open House at the Molino Volunteer Fire Department. We also visited numerous schools throughout the county, including Westgate School, Northview High School, McArthur Elementary, Century Head Start, and Molino Park Elementary. We conducted our first "Smokey Bear" program at Sacred Heart Children's Hospital this past year, with great success. We also assisted 17 landowners with either pre-suppression firelines or prescribed burning, protecting a total of 5,895 acres.

We continue to work closely with all of the volunteer and paid fire departments. This assistance is in the form of training and funding. This past year, the Florida Forest Service assisted the Escambia County Fire Rescue with a S-130/190 training, Basic Wildland Fire Management. We also continue to work closely with the Northwest Florida Volunteer Firefighter Weekend in Niceville, where we provide scholarships for area volunteer firefighters to receive additional training. We also participated with the Molino Volunteer Fire Department on their open house event.

The Florida Forest Service continues to offer the Volunteer Fire Assistance Program statewide. The Volunteer Fire Assistance Program provides financial, technical, and other assistance to rural volunteer fire departments in Florida. As stated earlier, the Florida Forest Service also provides scholarships to local volunteer firefighters to receive additional training at the Northwest Florida Volunteer Firefighter Weekend in Niceville. This week-long training event is one of the largest of its kind in Florida, offering numerous fire training courses.

We are currently in the process of setting up a S-215 class, Fire Operations in the Wildland/Urban Interface. We are teaming up with the Escambia County Fire Rescue to offer this class to area firefighters in the fall. This class will allow county firefighters to improve their qualifications through the Florida State Emergency Response Plan.

The Wildfire Mitigation Program is an ongoing project in the urban/interface areas of the county. We identify areas where there is a threat to property in the event of a wildland fire. An agreement is signed between the landowner and the Florida Forest Service. The Forest Service then chooses to establish permanent firebreaks and/or do a prescribed burn to reduce the fuels and hazards to mitigate the chance of a wildfire. This past year, mitigation was done in the communities of Myrtle Grove, Molino, Pleasant Grove, Cantonment, Beulah, Pine Forest, and Ferry Pass.

Mitigation in these areas helps to protect the following property values.

- Projects have protected more than 130 structures valued at \$29.5 million and 104 acres of timber and wetlands.
- 25 of those acres was on the Jones Swamp Wetland Preserve. This project alone protected 52 homes valued at \$3.1 million.

Some of our larger ongoing mitigation projects are the University of West Florida, Big Lagoon State Park, Roy Hyatt Environmental Center, Pensacola International Airport, and the Coastal Plains Institute Pitcher Plant Preserve.

We are in the final stages of adding the new 4-H property in Molino into our program. The Langley Bell 4-H property was in our mitigation program for many years and we will continue that cooperation with the Escambia County Extension Service with the new 4-H property.

This program will continue in the future as new areas will be identified and treated. The work is being done by Forest Service personnel and private contractors under a federal grant, at no cost to any private landowner.

The use of fire as a tool in prescribed burning, disease control, debris burning and other areas is still very popular in the county. The following tables give a breakdown of the different types of burning done in the county and also the types of wildfires in the past year.

## Fires by Causes

Blackwater Forestry Center  
07/01/2016 through 06/30/2017

### Escambia County

Cause	Fires	Percent	Acres	Percent
Campfire	1	4.35	7.0	5.20
Children	0	0	0.0	0
Debris Burn*	0	0	0.0	0
Debris Burn--Auth--Broadcast/Acreage	1	4.35	2.0	1.49
Debris Burn--Auth--Piles	0	0	0.0	0
Debris Burn--Auth--Yard Trash	3	13.04	12.4	9.22
Debris Burn--Nonauth--Broadcast/Acreage	0	0	0.0	0
Debris Burn--Nonauth--Piles	2	8.70	1.2	0.89
Debris Burn--Nonauth--Yard Trash	2	8.70	2.0	1.49
Equipment use*	0	0	0.0	0
Equipment--Agriculture	0	0	0.0	0
Equipment--Logging	1	4.35	5.0	3.72
Equipment--Recreation	1	4.35	3.0	2.23
Equipment--Transportation	1	4.35	15.0	11.15
Incendiary	0	0	0.0	0
Lightning	0	0	0.0	0
Miscellaneous --Breakout	0	0	0.0	0
Miscellaneous --Electric Fence	0	0	0.0	0
Miscellaneous --Fireworks	0	0	0.0	0
Miscellaneous --Power Lines	1	4.35	0.5	0.37
Miscellaneous --Structure	0	0	0.0	0
Miscellaneous--Other	0	0	0.0	0
Railroad	0	0	0.0	0
Smoking	0	0	0.0	0
Unknown	10	43.48	86.4	64.24
Total	23		134.5	

## Burning Authorizations Summary

Blackwater Forestry Center  
7/1/2016 through 6/30/2017

### Escambia County

Burn Type	Authorized Fires	Authorized Acres	Authorized Piles
Agricultural--Pasture	42	601	138
Agricultural--Range management	2	200	0
Agricultural--Stubble (post harvest)	2	0	2
Agricultural--Sugarcane	0	0	0
Agriculture--Citrus	0	0	0
Land clearing--Non-residential--With ACI	91	0	93
Land clearing--Non-residential--Without ACI	221	290	377
Land clearing--Residential--With ACI	0	0	0
Land clearing--Residential--Without ACI	215	15	395
Silvicultural--Disease control	0	0	0
Silvicultural--Ecological	49	3,190	0
Silvicultural--Hazard removal	43	2,724	2
Silvicultural--Other	0	0	0
Silvicultural--Prior to seed	0	0	0
Silvicultural--Site preparation	14	1,036	0
Silvicultural--Wildlife	0	0	0
<b>Total</b>	<b>679</b>	<b>8,056</b>	<b>1,007</b>

**FLORIDA FOREST SERVICE  
ESCAMBIA COUNTY  
COOPERATIVE FORESTRY ASSISTANCE PROGRAM ANNUAL REPORT  
FISCAL YEAR, 2016-2017**

**SUMMARY**

In Escambia County, approximately 56% of land is forested (242,804 acres) and about 144,377 acres are owned by individuals and non-industrial corporations. Good forest management improves water quality, retains soil, helps wildlife, and contributes to the local economy by ensuring a continuing supply of raw materials for area mills. The "Summary of Economic Contributions of Forestry and Forest Product Manufacturing Industries in Florida Regions and Counties in 2013", compiled by Dr. Alan Hodges at UF Food and Resource Economics Department, found that Escambia County's forestland directly contributes \$408 million to the local economy and provides 636 jobs. Forestry's indirect impacts in the region add an additional \$906 million and 4,200 jobs.

The Cooperative Forestry Assistance program exists to promote sound forest management to ensure the continued environmental and economic viability of Florida's forest resources. County Foresters provide technical assistance to landowners, educate the public, and advise local governments on forestry matters. The Florida Forest Service provides a professional forester, office, vehicle, equipment, and supplies. The annual cost to Escambia County is \$6,000.

In Escambia County, the County Forester provides free consultation and technical services to the public. The forester evaluates timber stands, diagnoses disease and insect problems in timber and urban trees, writes forest management plans, and advises local governments on forestry matters. The forester is available to assist in all parts of the county; however, the majority of the assistance was in the rural parts of the county for the 2016-2017 fiscal year.

The county forester frequently speaks at schools and adult programs. In the 2016-2017 fiscal year, educational programs at schools and other venues directly reached an estimated 969 people.

The county forester also receives training in forest land management and wildland fire control. The forester occasionally assists forest rangers with prescribed burning for private landowners in Escambia County and on state lands. The forester may also assist local forest rangers in doing on-site inspections, answering citizen concerns about smoke, prescribed burning, wildfire mitigation and other issues. The county forester may also assist in emergency response for wildfires, hurricanes, or other disasters. The county forester was deployed to Jacksonville for urban tree evaluations after Hurricane Matthew.

## COOPERATIVE FORESTRY ASSISTANCE PROGRAM ACCOMPLISHMENTS, 2016-2017

### Technical Assistance to Forest Landowners

The County Forester is a source of information for landowners wanting to improve the management of their forestlands. The forester frequently receives requests for assistance from landowners with specific concerns, such as insect problems, timber sale advice, and reforestation projects.

In the 2016-2017 fiscal year, the forester handled numerous requests for assistance. Many were requests for information that were completed during an office visit, over the phone, via e-mail, or with a letter and appropriate literature. The forester made 76 landowner assistance visits to rural and urban properties.

<b>TYPE OF ASSISTS</b>	<b>NUMBER OF NEW PLANS</b>	<b>ACRES</b>
<b>Management Plans</b>		
Forest Stewardship Plans	3	182
General Forest Management Plans	1	7
Cost-Share Plans	9	955
Stewardship Certification	2	121
Tree Farm Certification	5	1,130
<b>TOTAL</b>	<b>20</b>	<b>2,395</b>
Prescribed Burning Assists	0	0
<b>GRAND TOTAL</b>	<b>20</b>	<b>2,395</b>

## **Forest Stewardship Program**

The Forest Stewardship Program is the premier program to promote exemplary forest management for multiple resources. County foresters collaborate with wildlife biologists from the Florida Fish and Wildlife Conservation Commission and other experts, as needed, to write a comprehensive management plan tailored to achieve the landowner's objectives.

There were 2 Stewardship landowners in Escambia County with 121 acres who was newly certified this past year. There were 3 new Stewardship plans written this past year in Escambia County with a total of 182 acres.

## **Federal and Private Cost-Share Programs**

The USDA Farm Service Agency and the Natural Resources Conservation Service administer programs to provide financial assistance to forest landowners and farmers through cost-sharing. Under these programs, landowners and the federal government share the cost of practices to establish tree cover for soil, water, and wildlife conservation. The Conservation Reserve Program (CRP) assists farmers in converting row crops and pasture to forests. The Environmental Quality Incentives Program (EQIP) primarily funds farm pollution control, but can also involve forestry. The Florida Forest Service administers the Southern Pine Beetle Prevention program which provides cost-sharing for timber thinning, prescribed burning, understory establishment or treatment, and longleaf pine seedling planting. The Florida Forest Service also administers the Cogongrass Treatment Cost Share program. The primary objective of this program is to reduce the spread of this invasive grass, which negatively affects tree growth and increases wildfire risk, to new areas by assisting with the control or eradication of existing infestations. Most of these programs have seen reduced enrollment in the last few years as funds have been reduced.

During the 2016-2017 fiscal year, 2 Southern Pine Beetle cost share contracts, and 3 cogongrass treatment contracts were approved. The County Forester assisted with 5 CRP contracts for landowners who were to receive federal assistance on their property.

## **Southern Pine Beetle**

The Florida Forest Service inspects forests for outbreaks of the southern pine beetle, which has infrequent population spikes that can cause widespread damage to pines. Throughout the fall, winter, and spring, the county forester monitored bark beetle activity throughout the county. Monitoring is performed by visiting

sites that have been called in, through insect trapping in the month of March, and flights over the county in the summer. Through June, the southern pine beetle was not active. An aerial SPB flight was conducted over the county with no SPB activity found.

### **Other Landowner Visits**

Other technical assistance includes all other cases where a visit was made by the County Forester without any cost-share or other program. This includes calls for advice on timber sales. The county forester does not act as a landowner's agent in timber sales, but can advise the landowner in how to conduct a sale, provide lists of timber buyers and loggers, and help the landowner locate a private consulting forester.

The forester also makes forest health inspections for landowners in the county. This ranges from possible pine beetle infestation in a large tract of timber to yard tree inspections. During the 2016-2017 fiscal year, the forester conducted 52 forest health inspections in Escambia County.

### **Information And Education**

The County Forester participated in 16 adult programs and 14 children's programs between July 2016 and June 2017.

- Actively involved in Northview and Tate High School FFA.
- Pensacola and the unified command of Pensacola Naval Complex continue to receive recognition as Tree City USA through the National Arbor Day Foundation's program.
- Assisted with Regional FFA competition.
- Conducted Arbor Day Tree plantings at NAS Pensacola, Camelot Park, Regency Park and the Century Community Center, and Tree Giveaways in 5 locations across the county. Three of the five were in neighborhoods hit by the February 2016 tornadoes.
- Participated in 2 children's fire prevention programs
- Conducted BMP and Pruning workshops for industry professionals
- Additional programs for private organizations, school groups, Boy Scouts, and public events



**Martin Riley and Patrick Bradley Tree Farm & Stewardship Certifications**



**Arbor Day at NAS Pensacola**



**Arbor Day at Davisville Community Center**



**Urban Forest Strike Team**



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

AI-12845

County Administrator's Report 10. 2.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 09/21/2017

Issue: Schedule a Public Hearing Regarding the Fiscal Year 2017 Edward Byrne Memorial Justice Assistance Grant (JAG) Program: Local Solicitation

From: Derek Whidden, Grants Coordinator

Organization: Escambia County Sheriff's Office

CAO Approval:

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**RECOMMENDATION:**

Recommendation Concerning Scheduling a Public Hearing Regarding the Fiscal Year 2017 Edward Byrne Memorial Justice Assistance Grant Program: Local Solicitation - Derek Whidden, Grants Coordinator, Escambia County Sheriff's Office

That the Board authorize the scheduling of a Public Hearing on October 5th, 2017, at 5:32 p.m., for the purpose of receiving public comments concerning the Edward Byrne Memorial Justice Assistance Grant (JAG) Program, Fiscal Year 2017 Local Solicitation Project funding.

**BACKGROUND:**

The Department of Justice requires applicants allow for public comment prior to the award of any funding under this program on its intended uses to the extent applicable law or established procedures make such opportunity available.

**BUDGETARY IMPACT:**

There are no matching funds required by this grant application.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

Escambia County Sheriff's Office will coordinate all necessary activities including programmatic and and ack as the fiscal agent for this grant.

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**Attachments**

Jag2017

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**U.S. Department of Justice**  
Office of Justice Programs  
Bureau of Justice Assistance



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The [U.S. Department of Justice](#) (DOJ), [Office of Justice Programs](#) (OJP), [Bureau of Justice Assistance](#) (BJA) is seeking applications for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. This program furthers the Department's mission by assisting State, local, and tribal efforts to prevent or reduce crime and violence.

# **Edward Byrne Memorial Justice Assistance Grant Program FY 2017 Local Solicitation**

## **Applications Due: September 5, 2017**

### **Eligibility**

Only units of local government may apply under this solicitation. By law, for purposes of the JAG Program, the term "units of local government" includes a town, township, village, parish, city, county, borough, or other general purpose political subdivision of a state; or, it may also be a federally recognized Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government may be any law enforcement district or judicial enforcement district established under applicable State law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff.

A JAG application is not complete, and a unit of local government may not receive award funds, unless the chief executive of the applicant unit of local government (e.g., a mayor) properly executes, and the unit of local government submits, the "Certifications and Assurances by Chief Executive of Applicant Government" attached to this solicitation as [Appendix I](#).

In addition, as discussed further [below](#), in order validly to accept a Fiscal Year (FY) 2017 JAG award, the chief legal officer of the applicant unit of local government must properly execute, and the unit of local government must submit, the specific certification regarding compliance with 8 U.S.C. § 1373 attached to this solicitation as [Appendix II](#). (Note: this requirement does not apply to Indian tribal governments.) (The text of 8 U.S.C. § 1373 appears in [Appendix II](#).)

Eligible allocations under JAG are posted annually on the [JAG web page](#) under "Funding."

## Deadline

Applicants must register in the [OJP Grants Management System \(GMS\)](#) prior to submitting an application under this solicitation. All applicants must register, even those that previously registered in GMS. Select the “Apply Online” button associated with the solicitation title. All registrations and applications are due by 5 p.m. eastern time on September 5, 2017.

This deadline does **not** apply to the certification regarding compliance with 8 U.S.C. § 1373. As explained [below](#), a unit of local government (other than an Indian tribal government) may not validly accept an award unless that certification is submitted to the Office of Justice Programs (OJP) on or before the day the unit of local government submits the signed award acceptance documents.

For additional information, see [How to Apply](#) in [Section D. Application and Submission Information](#).

## Contact Information

For technical assistance with submitting an application, contact the Grants Management System (GMS) Support Hotline at 888-549-9901, option 3, or via email at [GMS.HelpDesk@usdoj.gov](mailto:GMS.HelpDesk@usdoj.gov). The [GMS](#) Support Hotline operates 24 hours a day, 7 days a week, including on federal holidays.

An applicant that experiences unforeseen GMS technical issues beyond its control that prevent it from submitting its application by the deadline must email the National Criminal Justice Reference Service (NCJRS) Response Center at [grants@ncjrs.gov](mailto:grants@ncjrs.gov) **within 24 hours after the application deadline** in order to request approval to submit its application. Additional information on reporting technical issues appears under “Experiencing Unforeseen GMS Technical Issues” in [How to Apply](#) in [Section D. Application and Submission Information](#).

For assistance with any other requirement of this solicitation, applicants may contact the NCJRS Response Center by telephone at 1-800-851-3420; via TTY at 301-240-6310 (hearing impaired only); by email at [grants@ncjrs.gov](mailto:grants@ncjrs.gov); by fax to 301-240-5830, or by web chat at <https://webcontact.ncjrs.gov/ncjchat/chat.jsp>. The NCJRS Response Center hours of operation are 10:00 a.m. to 6:00 p.m. eastern time, Monday through Friday, and 10:00 a.m. to 8:00 p.m. eastern time on the solicitation close date. Applicants also may contact the appropriate BJA [State Policy Advisor](#).

Funding opportunity number assigned to this solicitation: BJA-2017-11301

Release date: August 3, 2017

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# Edward Byrne Memorial Justice Assistance Grant Program FY 2017 Local Solicitation CFDA #16.738

## A. Program Description

### Overview

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to States and units of local government. BJA will award JAG Program funds to eligible units of local government under this FY 2017 JAG Program Local Solicitation. (A separate solicitation will be issued for applications to BJA directly from States.)

**Statutory Authority:** The JAG Program statute is Subpart I of Part E of Title I of the Omnibus Crime Control and Safe Streets Act of 1968. Title I of the “Omnibus Act” generally is codified at Chapter 26 of Title 42 of the United States Code; the JAG Program statute is codified at 42 U.S.C. §§ 3750-3758. See also 28 U.S.C. § 530C(a).

### Program-Specific Information

#### Permissible uses of JAG Funds – In general

In general, JAG funds awarded to a unit of local government under this FY 2017 solicitation may be used to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice, including for any one or more of the following:

- Law enforcement programs
- Prosecution and court programs
- Prevention and education programs
- Corrections and community corrections programs
- Drug treatment and enforcement programs
- Planning, evaluation, and technology improvement programs
- Crime victim and witness programs (other than compensation)
- Mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams

Under the JAG Program, units of local government may use award funds for broadband deployment and adoption activities as they relate to criminal justice activities.

## **Limitations on the use of JAG funds**

*Prohibited and controlled uses of funds* – JAG funds may not be used (whether directly or indirectly) for any purpose prohibited by federal statute or regulation, including those purposes specifically prohibited by the JAG Program statute as set out at 42 U.S.C. § 3751(d):

- (1) Any security enhancements or any equipment to any nongovernmental entity that is not engaged in criminal justice or public safety.
- (2) Unless the Attorney General certifies that extraordinary and exigent circumstances exist that make the use of such funds to provide such matters essential to the maintenance of public safety and good order—
  - (a) Vehicles (excluding police cruisers), vessels (excluding police boats), or aircraft (excluding police helicopters)
  - (b) Luxury items
  - (c) Real estate
  - (d) Construction projects (other than penal or correctional institutions)
  - (e) Any similar matters

For additional information on expenditures prohibited under JAG, as well as expenditures that are permitted but “controlled,” along with the process for requesting approval regarding controlled items, refer to the [JAG Prohibited and Controlled Expenditures Guidance](#). Information also appears in the [JAG FAQs](#).

*Cap on use of JAG award funds for administrative costs* – A unit of local government may use up to 10 percent of a JAG award, including up to 10 percent of any earned interest, for costs associated with administering the award.

*Prohibition of supplanting; no use of JAG funds as “match”* – JAG funds may not be used to supplant State or local funds but must be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities. See the [JAG FAQs](#) on BJA’s JAG web page for examples of supplanting.

Although supplanting is prohibited, as discussed under “[What An Application Should Include](#),” the leveraging of federal funding is encouraged.

Absent specific federal statutory authority to do so, JAG award funds may not be used as “match” for the purposes of other federal awards.

*Other restrictions on use of funds* – If a unit of local government chooses to use its FY 2017 JAG funds for particular, defined types of expenditures, it must satisfy certain preconditions:

- **Body-Worn Cameras (BWC)**  
A unit of local government that proposes to use FY 2017 JAG award funds to purchase BWC equipment or to implement or enhance BWC programs, must provide to OJP a certification(s) that the unit of local government has policies and procedures in place related to BWC equipment usage, data storage and access, privacy considerations, training, etc. The certification can be found at:  
<https://www.bja.gov/Funding/BodyWornCameraCert.pdf>.

A unit of local government that proposes to use JAG funds for BWC-related expenses will have funds withheld until the required certification is submitted and approved by OJP.

**The BJA [BWC Toolkit](#) provides model BWC policies and best practices to assist departments in implementing BWC programs.**

Apart from the JAG Program, BJA provides funds under the Body-Worn Camera Policy and Implementation Program (BWC Program). The BWC Program allows jurisdictions to develop and implement policies and practices required for effective program adoption and address program factors including the purchase, deployment, and maintenance of camera systems and equipment; data storage and access; and privacy considerations. Interested units of local government may wish to refer to the [BWC web page](#) for more information. Units of local government should note, however, that JAG funds may not be used as any part of the 50 percent match required by the BWC Program.

- **Body Armor**

Ballistic-resistant and stab-resistant body armor can be funded through the JAG Program, as well as through BJA's Bulletproof Vest Partnership (BVP) Program. The BVP Program is designed to provide a critical resource to local law enforcement through the purchase of ballistic-resistant and stab-resistant body armor. For more information on the BVP Program, including eligibility and application, refer to the [BVP web page](#). Units of local government should note, however, that JAG funds may not be used as any part of the 50 percent match required by the BVP Program.

Body armor purchased with JAG funds may be purchased at any threat level, make, or model from any distributor or manufacturer, as long as the body armor has been tested and found to comply with the latest applicable National Institute of Justice (NIJ) ballistic or stab standards. In addition, body armor purchased must be made in the United States.

As is the case in the BVP Program, units of local government that propose to purchase body armor with JAG funds must certify that law enforcement agencies receiving body armor have a written "mandatory wear" policy in effect. FAQs related to the mandatory wear policy and certifications can be found at:

<https://www.bja.gov/Funding/JAGFAQ.pdf>. This policy must be in place for at least all uniformed officers before any FY 2017 funding can be used by the unit of local government for body armor. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty. The certification must be signed by the Authorized Representative and must be attached to the application if proposed as part of the application. If the unit of local government proposes to change project activities to utilize JAG funds to purchase body armor after the award is accepted, the unit of local government must submit the signed certification to BJA at that time. A mandatory wear concept and issues paper and a model policy are available by contacting the BVP Customer Support Center at [vests@usdoj.gov](mailto:vests@usdoj.gov) or toll free at 1-877-758-3787. The certification form related to mandatory wear can be found at: [www.bja.gov/Funding/BodyArmorMandatoryWearCert.pdf](http://www.bja.gov/Funding/BodyArmorMandatoryWearCert.pdf).

- **DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database**

If JAG Program funds will be used for DNA testing of evidentiary materials, any resulting **eligible** DNA profiles must be uploaded to the Combined DNA Index System (CODIS, the national DNA database operated by the Federal Bureau of Investigation [FBI]) by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA.

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS.

- **Interoperable Communication**

Units of local government (including subrecipients) that use FY 2017 JAG funds to support emergency communications activities (including the purchase of interoperable communications equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission [FCC] Waiver Order) should review [FY 2017 SAFECOM Guidance](#). The SAFECOM Guidance is updated annually to provide current information on emergency communications policies, eligible costs, best practices, and technical standards for State, local, tribal, and territorial grantees investing federal funds in emergency communications projects. Additionally, emergency communications projects should support the Statewide Communication Interoperability Plan (SCIP) and be coordinated with the fulltime Statewide Interoperability Coordinator (SWIC) in the State of the project. As the central coordination point for their State's interoperability effort, the SWIC plays a critical role, and can serve as a valuable resource. SWICs are responsible for the implementation of SCIP through coordination and collaboration with the emergency response community. The U.S. Department of Homeland Security Office of Emergency Communications maintains a list of SWICs for each of the States and territories. Contact [OEC@hq.dhs.gov](mailto:OEC@hq.dhs.gov). All communications equipment purchased with FY 2017 JAG Program funding should be identified during quarterly performance metrics reporting.

In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety communities, OJP requires the recipient to comply with DOJ's Global Justice Information Sharing Initiative guidelines and recommendations for this particular grant. Recipients must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: [https://www.it.ojp.gov/gsp\\_grantcondition](https://www.it.ojp.gov/gsp_grantcondition). Recipients must document planned approaches to information sharing and describe compliance to GSP and an appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

**Required compliance with applicable federal laws**

By law, the chief executive (e.g., the mayor) of each unit of local government that applies for an FY 2017 JAG award must certify that the unit of local government will "comply with all provisions of [the JAG program statute] and all other applicable Federal laws." To satisfy this requirement, each unit of local government applicant must submit two properly executed certifications using the forms shown in Appendix I and Appendix II.

All applicants should understand that OJP awards, including certifications provided in connection with such awards, are subject to review by DOJ, including by OJP and by the DOJ

Office of the Inspector General. Applicants also should understand that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in a certification submitted to OJP in support of an application may be the subject of criminal prosecution, and also may result in civil penalties and administrative remedies for false claims or otherwise. Administrative remedies that may be available to OJP with respect to an FY 2017 award include suspension or termination of the award, placement on the DOJ high risk grantee list, disallowance of costs, and suspension or debarment of the recipient.

### **BJA areas of emphasis**

BJA recognizes that there are significant pressures on local criminal justice systems. In these challenging times, shared priorities and leveraged resources can make a significant impact. As a component of OJP, BJA intends to focus much of its work on the areas of emphasis described below, and encourages each unit of local government recipient of an FY 2017 JAG award to join us in addressing these challenges:

- *Reducing Gun Violence* – Gun violence has touched nearly every State and local government in America. While our nation has made great strides in reducing violent crime, some municipalities and regions continue to experience unacceptable levels of violent crime at rates far in excess of the national average. BJA encourages units of local government to invest JAG funds in programs to combat gun violence, enforce existing firearms laws, and improve the process for ensuring that persons prohibited from purchasing guns are prevented from doing so by enhancing reporting to the FBI's National Instant Criminal Background Check System (NICS).
- *National Incident-Based Reporting System (NIBRS)* – The FBI has formally announced its intentions to establish NIBRS as the law enforcement crime data reporting standard for the nation. The transition to NIBRS will provide a more complete and accurate picture of crime at the national, State, and local levels. Once this transition is complete, the FBI will no longer collect summary data and will accept data only in the NIBRS format. Also, once the transition is complete, JAG award amounts will be calculated on the basis of submitted NIBRS data. Transitioning all law enforcement agencies to NIBRS is the first step in gathering more comprehensive crime data. BJA encourages recipients of FY 2017 JAG awards to use JAG funds to expedite the transition to NIBRS.
- *Officer Safety and Wellness* – The issue of law enforcement safety and wellness is an important priority for the Department of Justice. Preliminary data compiled by the National Law Enforcement Officers Memorial Fund indicates that there were 135 line-of-duty law enforcement deaths in 2016—the highest level in the past 5 years and a 10 percent increase from 2015 (123 deaths).

Firearms-related deaths continued to be the leading cause of death (64), increasing 56 percent from 2015 (41). Of particular concern is that of the 64 firearms-related deaths, 21 were as a result of ambush-style attacks representing the highest total in more than two decades. Traffic-related deaths continued to rise in 2016 with 53 officers killed, a 10 percent increase from 2015 (48 deaths). Additionally, there were 11 job-related illness deaths in 2016, mostly heart attacks.

BJA sees a vital need to focus not only on tactical officer safety concerns but also on health and wellness as they affect officer performance and safety. It is important for law enforcement to have the tactical skills necessary, and also be physically and mentally well, to perform, survive, and be resilient in the face of the demanding duties of the

profession. BJA encourages units of local government to use JAG funds to address these needs by providing training, including paying for tuition and travel expenses related to attending trainings such as [VALOR training](#), as well as funding for health and wellness programs for law enforcement officers.

- *Border Security* – The security of United States borders is critically important to the reduction and prevention of transnational drug-trafficking networks and combating all forms of human trafficking within the United States (sex and labor trafficking of foreign nationals and U.S. citizens of all sexes and ages). These smuggling operations on both sides of the border contribute to a significant increase in violent crime and U.S. deaths from dangerous drugs. Additionally, illegal immigration continues to place a significant strain on federal, State, and local resources—particularly on those agencies charged with border security and immigration enforcement—as well as the local communities into which many of the illegal immigrants are placed. BJA encourages units of local government to use JAG funds to support law enforcement hiring, training, and technology enhancement in the area of border security.
- *Collaborative Prosecution* – BJA supports strong partnerships between prosecutors and police as a means to improve case outcomes and take violent offenders off the street. BJA strongly encourages State and local law enforcement to foster strong partnerships with prosecutors to adopt new collaborative strategies aimed at combating increases in crime, particularly violent crime. (BJA's "Smart Prosecution" Initiative is a related effort by OJP to promote partnerships between prosecutors and researchers to develop and deliver effective, data-driven, evidence-based strategies to solve chronic problems and fight crime.)

### **Goals, Objectives, and Deliverables**

In general, the FY 2017 JAG Program is designed to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice. The JAG Local Program is designed to assist units of local government with respect to criminal justice.

As discussed in more detail [below](#), a unit of local government that receives an FY 2017 JAG award will be required to prepare various types of reports and to submit data related to performance measures and accountability. The Goals, Objectives, and Deliverables are directly related to the [JAG Program accountability measures](#).

### **Evidence-Based Programs or Practices**

OJP strongly emphasizes the use of data and evidence in policy making and program development in criminal justice, juvenile justice, and crime victim services. OJP is committed to:

- Improving the quantity and quality of evidence OJP generates
- Integrating evidence into program, practice, and policy decisions within OJP and the field
- Improving the translation of evidence into practice

OJP considers programs and practices to be evidence-based when their effectiveness has been demonstrated by causal evidence, generally obtained through one or more outcome evaluations. Causal evidence documents a relationship between an activity or intervention (including technology) and its intended outcome, including measuring the direction and size of a change, and the extent to which a change may be attributed to the activity or intervention.

Causal evidence depends on the use of scientific methods to rule out, to the extent possible, alternative explanations for the documented change. The strength of causal evidence, based on the factors described above, will influence the degree to which OJP considers a program or practice to be evidence-based. The OJP [CrimeSolutions.gov](http://www.crimesolutions.gov) website is one resource that applicants may use to find information about evidence-based programs in criminal justice, juvenile justice, and crime victim services.

A useful matrix of evidence-based policing programs and strategies is available through the [Center for Evidence-Based Crime Policy](http://www.centerforevidencebasedcrimepolicy.org) at George Mason University. BJA offers a number of program models designed to effectively implement promising and evidence-based strategies through the BJA “Smart Suite” of programs, including Smart Policing, Smart Supervision, Smart Pretrial, Smart Defense, Smart Prosecution, Smart Reentry, and others (see: <https://www.bja.gov/Programs/CRPPE/smartsuite.html>). BJA encourages units of local government to use JAG funds to support these “smart on crime” strategies, including effective partnerships with universities, research partners, and non-traditional criminal justice partners.

### **BJA Success Stories**

The [BJA Success Stories](#) web page features projects that have demonstrated success or shown promise in reducing crime and positively impacting communities. This web page will be a valuable resource for States, localities, territories, tribes, and criminal justice professionals that seek to identify and learn about JAG and other successful BJA-funded projects linked to innovation, crime reduction, and evidence-based practices. **BJA strongly encourages the recipient to submit success stories annually (or more frequently).**

If a unit of local government has a success story it would like to submit, it may be submitted through [My BJA account](#), using “add a Success Story” and the Success Story Submission form. Register for a My BJA account using this [registration](#) link.

## **B. Federal Award Information**

BJA estimates that it will make up to 1,100 local awards totaling an estimated \$83,000,000.

Awards of at least \$25,000 are 4 years in length, and award periods will be from October 1, 2016 through September 30, 2020. Extensions beyond this period may be made on a case-by-case basis at the discretion of BJA and must be requested via GMS no less than 30 days prior to the grant end date.

Awards of less than \$25,000 are 2 years in length, and award periods will be from October 1, 2016 through September 30, 2018. Extensions of up to 2 years can be requested for these awards via GMS **no less than 30 days prior to the grant end date**, and will be automatically granted upon request.

All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by statute.

### **Type of Award**

BJA expects that any award under this solicitation will be in the form of a grant. See [Statutory and Regulatory Requirements; Award Conditions](#), under [Section F. Federal Award Administration Information](#), for a brief discussion of important statutes, regulations, and award conditions that apply to many (or in some cases, all) OJP grants.

JAG awards are based on a statutory formula as described below.

Once each fiscal year's overall JAG Program funding level is determined, BJA works with the Bureau of Justice Statistics (BJS) to begin a four-step grant award calculation process, which, in general, consists of:

- (1) Computing an initial JAG allocation for each State, based on its share of violent crime and population (weighted equally).
- (2) Reviewing the initial JAG allocation amount to determine if the State allocation is less than the minimum award amount defined in the JAG legislation (0.25 percent of the total). If this is the case, the State is funded at the minimum level, and the funds required for this are deducted from the overall pool of JAG funds. Each of the remaining States receive the minimum award plus an additional amount based on its share of violent crime and population.
- (3) Dividing each State's final award amount (except for the territories and District of Columbia) between the State and its units of local governments at a rate of 60 and 40 percent, respectively.
- (4) Determining unit of local government award allocations, which are based on their proportion of the State's 3-year violent crime average. If the "eligible award amount" for a particular unit of local government as determined on this basis is \$10,000 or more, then the unit of local government is eligible to apply directly to OJP (under the JAG Local solicitation) for a JAG award. If the "eligible award amount" to a particular unit of local government as determined on this basis would be less than \$10,000, however, the funds are not made available for a direct award to that particular unit of local government, but instead are added to the amount that otherwise would have been awarded to the State.

### **Financial Management and System of Internal Controls**

Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities<sup>1</sup>) must, as described in the Part 200 Uniform Requirements<sup>2</sup> as set out at 2 C.F.R. 200.303:

- (a) Establish and maintain effective internal control over the Federal award that provides reasonable assurance that [the recipient (and any subrecipient)] is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- (b) Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards.

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<sup>1</sup> For purposes of this solicitation, the phrase "pass-through entity" includes any recipient or subrecipient that provides a subaward ("subgrant") to carry out part of the funded award or program.

<sup>2</sup> The "Part 200 Uniform Requirements" refers to the DOJ regulation at 2 C.F.R Part 2800, which adopts (with certain modifications) the provisions of 2 C.F.R. Part 200.

- (c) Evaluate and monitor [the recipient's (and any subrecipient's)] compliance with statutes, regulations, and the terms and conditions of Federal awards.
- (d) Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.
- (e) Take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or pass-through entity designates as sensitive or [the recipient (or any subrecipient)] considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and obligations of confidentiality.

To help ensure that applicants understand the administrative requirements and cost principles, OJP encourages prospective applicants to enroll, at no charge, in the DOJ Grants Financial Management Online Training, available [here](#).

### **Budget and Financial Information**

*Trust Fund* – Units of local government may draw down JAG funds either in advance or on a reimbursement basis. To draw down in advance, a trust fund must be established in which to deposit the funds. The trust fund may or may not be an interest-bearing account. If subrecipients draw down JAG funds in advance, they also must establish a trust fund in which to deposit funds.

*Tracking and reporting regarding JAG funds used for State administrative costs* – As indicated earlier, a unit of local government may use up to 10 percent of a JAG award, including up to 10 percent of any earned interest, for costs associated with administering the award. Administrative costs (when utilized) must be tracked separately; a recipient must report in separate financial status reports (SF-425) those expenditures that specifically relate to each particular JAG award during any particular reporting period.

*No commingling* – Both the unit of local government recipient and all subrecipients of JAG funds are prohibited from commingling funds on a program-by-program or project-by-project basis. *For this purpose, use of the administrative JAG funds to perform work across all active awards in any one year is not considered comingling.*

*Disparate Certification* – In some cases, as defined by the legislation, a disparity may exist between the funding eligibility of a county and its associated municipalities. Three different types of disparities may exist:

- The first type is a zero-county disparity. This situation exists when one or more municipalities within a county are eligible for a direct award but the county is not; yet the county is responsible for providing criminal justice services (such as prosecution and incarceration) for the municipality. In this case, the county is entitled to part of the municipality's award because it shares the cost of criminal justice operations, although it may not report crime data to the FBI. This is the most common type of disparity.
- A second type of disparity exists when both a county and a municipality within that county qualify for a direct award, but the award amount for the municipality exceeds 150 percent of the county's award amount.

- The third type of disparity occurs when a county and multiple municipalities within that county are all eligible for direct awards, but the sum of the awards for the individual municipalities exceeds 400 percent of the county's award amount.

Jurisdictions certified as disparate must identify a fiscal agent that will submit a joint application for the aggregate eligible allocation to all disparate municipalities. The joint application must determine and specify the award distribution to each unit of local government and the purposes for which the funds will be used. When beginning the JAG application process, a Memorandum of Understanding (MOU) that identifies which jurisdiction will serve as the applicant or fiscal agent for joint funds must be completed and signed by the Authorized Representative for each participating jurisdiction. The signed MOU should be attached to the application. For a sample MOU, go to: [www.bja.gov/Funding/JAGMOU.pdf](http://www.bja.gov/Funding/JAGMOU.pdf).

### **Cost Sharing or Match Requirement**

The JAG Program does not require a match.

For additional cost sharing and match information, see the [DOJ Grants Financial Guide](#).

### **Pre-Agreement Costs (also known as Pre-award Costs)**

Pre-agreement costs are costs incurred by the applicant prior to the start date of the period of performance of the grant award.

OJP does *not* typically approve pre-agreement costs. An applicant must request and obtain the prior written approval of OJP for any such costs. All such costs incurred prior to award and prior to approval of the costs are incurred *at the sole risk* of the applicant. (Generally, no applicant should incur project costs *before* submitting an application requesting federal funding for those costs.)

Should there be extenuating circumstances that make it appropriate for OJP to consider approving pre-agreement costs, the applicant may contact the point of contact listed on the title page of this solicitation for the requirements concerning written requests for approval. If approved in advance by OJP, award funds may be used for pre-agreement costs, consistent with the recipient's approved budget and applicable cost principles. See the section on "Costs Requiring Prior Approval" in the [DOJ Grants Financial Guide](#) for more information.

### **Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs**

OJP strongly encourages every applicant that proposes to use award funds for any conference-, meeting-, or training-related activity (or similar event) to review carefully—before submitting an application—the OJP and DOJ policy and guidance on approval, planning, and reporting of such events, available at:

<https://www.ojp.gov/financialguide/DOJ/PostawardRequirements/chapter3.10a.htm>.

OJP policy and guidance (1) encourage minimization of conference, meeting, and training costs; (2) require prior written approval (which may affect project timelines) of most conference, meeting, and training costs for cooperative agreement recipients, as well as some conference, meeting, and training costs for grant recipients; and (3) set cost limits, which include a general prohibition of all food and beverage costs.

### **Costs Associated with Language Assistance (if applicable)**

If an applicant proposes a program or activity that would deliver services or benefits to individuals, the costs of taking reasonable steps to provide meaningful access to those services

or benefits for individuals with limited English proficiency may be allowable. Reasonable steps to provide meaningful access to services or benefits may include interpretation or translation services, where appropriate.

For additional information, see the “Civil Rights Compliance” section under [“Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2017 Awards”](#) in the [OJP Funding Resource Center](#).

## C. Eligibility Information

For information on eligibility, see the title page of this solicitation.

Note that, as discussed in more detail [below](#), the certification regarding compliance with 8 U.S.C. § 1373 must be executed and submitted before a unit of local government (other than an Indian tribal government) can make a valid award acceptance. Also, a unit of local government may not receive award funds (and its award will include a condition that withholds funds) until it submits a properly executed “Certifications and Assurances by Chief Executive of Applicant Government.”

## D. Application and Submission Information

### What an Application Should Include

This section describes in detail what an application should include. An applicant should anticipate that if it fails to submit an application that contains all of the specified elements, it may negatively affect the review of its application; and, should a decision be made to make an award, it may result in the inclusion of award conditions that preclude the recipient from accessing or using award funds until the recipient satisfies the conditions and OJP makes the funds available.

An applicant may combine the Budget Narrative and the Budget Detail Worksheet in one document. If an applicant submits only one budget document, however, it must contain **both** narrative and detail information. Please review the “Note on File Names and File Types” under [How to Apply](#) to be sure applications are submitted in permitted formats.

OJP strongly recommends that applicants use appropriately descriptive file names (e.g., “Program Narrative,” “Budget Detail Worksheet and Budget Narrative,” “Timelines,” “Memoranda of Understanding,” “Résumés”) for all attachments. Also, OJP recommends that applicants include résumés in a single file.

**In general, if a unit of local government fails to submit required information or documents, OJP either will return the unit of local government’s application in the Grants Management System (GMS) for submission of the missing information or documents, or will attach a condition to the award that will withhold award funds until the necessary information and documents are submitted. (As discussed elsewhere in this solicitation, the certification regarding compliance with 8 U.S.C. § 1373—which is set out at [Appendix II](#)—will be handled differently. Unless and until that certification is submitted, the unit of local government (other than an Indian tribal government) will be unable to make a valid acceptance of the award.)**

## 1. Information to Complete the Application for Federal Assistance (SF-424)

The SF-424 is a required standard form used as a cover sheet for submission of pre-applications, applications, and related information. GMS takes information from the applicant's profile to populate the fields on this form.

To avoid processing delays, an applicant must include an accurate legal name on its SF-424. Current OJP award recipients, when completing the field for "Legal Name," should use the same legal name that appears on the prior year award document, which is also the legal name stored in OJP's financial system. On the SF-424, enter the Legal Name in box 5 and Employer Identification Number (EIN) in box 6 exactly as it appears on the prior year award document. An applicant with a current, active award(s) must ensure that its GMS profile is current. If the profile is not current, the applicant should submit a Grant Adjustment Notice updating the information on its GMS profile prior to applying under this solicitation.

A new applicant entity should enter the Official Legal Name and address of the applicant entity in box 5 and the EIN in box 6 of the SF-424.

**Intergovernmental Review:** This solicitation ("funding opportunity") is within the scope of [Executive Order 12372](#), concerning State opportunities to coordinate applications for federal financial assistance. See 28 C.F.R. Part 30. An applicant may find the names and addresses of State Single Points of Contact (SPOCs) at the following website: [https://www.whitehouse.gov/omb/grants\\_spoc/](https://www.whitehouse.gov/omb/grants_spoc/). If the State appears on the SPOC list, the applicant must contact the State SPOC to find out about, and comply with, the State's process under E.O. 12372. In completing the SF-424, an applicant whose State appears on the SPOC list is to make the appropriate selection in response to question 19 once the applicant has complied with its State E.O. 12372 process. (An applicant whose State does not appear on the SPOC list should answer question 19 by selecting the response that the "Program is subject to E.O. 12372 but has not been selected by the State for review.")

## 2. Project Abstract

Applications should include a high-quality project abstract that summarizes the proposed project in 400 words or less. Project abstracts should be:

- Written for a general public audience.
- Submitted as a separate attachment with "Project Abstract" as part of its file name.
- Single-spaced, using a standard 12-point font (Times New Roman) with 1-inch margins.
- Include applicant name, title of the project, a brief description of the problem to be addressed and the targeted area/population, project goals and objectives, a description of the project strategy, any significant partnerships, and anticipated outcomes.
- Identify up to 10 project identifiers that would be associated with proposed project activities. The list of identifiers can be found at [www.bja.gov/funding/JAGIdentifiers.pdf](http://www.bja.gov/funding/JAGIdentifiers.pdf).

## 3. Program Narrative

The following sections **should** be included as part of the program narrative<sup>3</sup>:

- a. Statement of the Problem – Identify the unit of local government's strategy/funding priorities for the FY 2017 JAG funds, the subgrant award process and timeline, and a

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<sup>3</sup> For information on subawards (including the details on proposed subawards that should be included in the application), see "Budget and Associated Documentation" under [Section D. Application and Submission Information](#).

description of the programs to be funded over the grant period. Units of local government are strongly encouraged to prioritize the funding on evidence-based projects.

- b. Project Design and Implementation – Describe the unit of local government’s strategic planning process, if any, that guides its priorities and funding strategy. This should include a description of how the local community is engaged in the planning process and the data and analysis utilized to support the plan; it should identify the stakeholders currently participating in the strategic planning process, the gaps in the needed resources for criminal justice purposes, and how JAG funds will be coordinated with State and related justice funds.
- c. Capabilities and Competencies – Describe any additional strategic planning/coordination efforts in which the units of local government participates with other criminal justice criminal/juvenile justice agencies in the State.
- d. Plan for Collecting the Data Required for this Solicitation’s Performance Measures – OJP will require each successful applicant to submit specific performance measures data as part of its reporting under the award (see “[General Information about Post-Federal Award Reporting Requirements](#)” in [Section F. Federal Award Administration Information](#)). The performance measures correlate to the goals, objectives, and deliverables identified under “[Goals, Objectives, and Deliverables](#)” in [Section A. Program Description](#). Post award, recipients will be required to submit quarterly performance metrics through BJA’s Performance Measurement Tool (PMT), located at: <https://bjapmt.ojp.gov>. The application should describe the applicant’s plan for collection of all of the performance measures data listed in the JAG Program accountability measures at: <https://bjapmt.ojp.gov/help/jagdocs.html>.

BJA does not require applicants to submit performance measures data with their application. Performance measures are included as an alert that BJA will require successful applicants to submit specific data as part of their reporting requirements. For the application, applicants should indicate an understanding of these requirements and discuss how they will gather the required data, should they receive funding.

#### **Note on Project Evaluations**

An applicant that proposes to use award funds through this solicitation to conduct project evaluations should be aware that certain project evaluations (such as systematic investigations designed to develop or contribute to generalizable knowledge) may constitute “research” for purposes of applicable DOJ human subjects protection regulations. However, project evaluations that are intended only to generate internal improvements to a program or service, or are conducted only to meet OJP’s performance measure data reporting requirements, likely do not constitute “research.” Each applicant should provide sufficient information for OJP to determine whether the particular project it proposes would either intentionally or unintentionally collect and/or use information in such a way that it meets the DOJ regulatory definition of research that appears at 28 C.F.R. Part 46 (“Protection of Human Subjects”).

Research, for the purposes of human subjects protection for OJP-funded programs, is defined as “a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge.” 28 C.F.R. 46.102(d).

For additional information on determining whether a proposed activity would constitute research for purposes of human subjects protection, applicants should consult the decision tree in the “Research and the Protection of Human Subjects” section of the “Requirements related to Research” web page of the [“Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2017”](#) available through the OJP Funding Resource Center. Every prospective applicant whose application may propose a research or statistical component also should review the “Data Privacy and Confidentiality Requirements” section on that web page.

#### **4. Budget and Associated Documentation**

##### **(a) Budget Detail Worksheet**

A sample Budget Detail Worksheet can be found at [www.ojp.gov/funding/Apply/Resources/BudgetDetailWorksheet.pdf](http://www.ojp.gov/funding/Apply/Resources/BudgetDetailWorksheet.pdf). An applicant that submits its budget in a different format should use the budget categories listed in the sample budget worksheet. The Budget Detail Worksheet should break out costs by year.

For questions pertaining to budget and examples of allowable and unallowable costs, see the [DOJ Grants Financial Guide](#).

##### **(b) Budget Narrative**

The Budget Narrative should thoroughly and clearly describe every category of expense listed in the proposed Budget Detail Worksheet. OJP expects proposed budgets to be complete, cost effective, and allowable (e.g., reasonable, allocable, and necessary for project activities). This narrative should include a full description of all costs, including administrative costs (if applicable).

An applicant should demonstrate in its Budget Narrative how it will maximize cost effectiveness of award expenditures. Budget narratives should generally describe cost effectiveness in relation to potential alternatives and the goals of the project. For example, a budget narrative should detail why planned in-person meetings are necessary, or how technology and collaboration with outside organizations could be used to reduce costs, without compromising quality.

The Budget Narrative should be mathematically sound and correspond clearly with the information and figures provided in the Budget Detail Worksheet. The narrative should explain how the applicant estimated and calculated all costs, and how those costs are necessary to the completion of the proposed project. The narrative may include tables for clarification purposes, but need not be in a spreadsheet format. As with the Budget Detail Worksheet, the Budget Narrative should describe costs by year.

##### **(c) Information on Proposed Subawards (if any), as well as on Proposed Procurement Contracts (if any)**

Applicants for OJP awards typically may propose to make “subawards.” Applicants also may propose to enter into procurement “contracts” under the award.

Whether—for purposes of federal grants administrative requirements—a particular agreement between a recipient and a third party will be considered a “subaward” or instead considered a procurement “contract” under the award is determined by federal rules and applicable OJP guidance. It is an important distinction, in part because the

federal administrative rules and requirements that apply to “subawards” and procurement “contracts” under awards differ markedly.

In general, the central question is the relationship between what the third party will do under its agreement with the recipient and what the recipient has committed (to OJP) to do under its award to further a public purpose (e.g., services the recipient will provide, products it will develop or modify, research or evaluation it will conduct). If a third party will provide some of the services the recipient has committed (to OJP) to provide, will develop or modify all or part of a product the recipient has committed (to OJP) to develop or modify, or conduct part of the research or evaluation the recipient has committed (to OJP) to conduct, OJP will consider the agreement with the third party a subaward for purposes of federal grants administrative requirements.

This will be true **even if** the recipient, for internal or other non-federal purposes, labels or treats its agreement as a procurement, a contract, or a procurement contract. Neither the title nor the structure of an agreement determines whether the agreement—for purposes of federal grants administrative requirements—is a “subaward” or is instead a procurement “contract” under an award.

Additional guidance on the circumstances under which (for purposes of federal grants administrative requirements) an agreement constitutes a subaward as opposed to a procurement contract under an award is available (along with other resources) on the [OJP Part 200 Uniform Requirements](#) web page.

#### **(1) Information on proposed subawards and required certification regarding 8 U.S.C. § 1373 from certain subrecipients**

***General requirement for federal authorization of any subaward; statutory authorizations of subawards under the JAG Program statute.*** Generally, a recipient of an OJP award may not make subawards (“subgrants”) unless the recipient has specific federal authorization to do so. Unless an applicable statute or DOJ regulation specifically authorizes (or requires) particular subawards, a recipient must have authorization from OJP before it may make a subaward.

**JAG subawards that are required or specifically authorized by statute (see 42 U.S.C. § 3751(a) and 42 U.S.C. § 3755) do not require prior approval to authorize subawards. This includes subawards made by units of local government under the JAG Program.**

A particular subaward may be authorized by OJP because the recipient included a sufficiently detailed description and justification of the proposed subaward in the application as approved by OJP. If, however, a particular subaward is not authorized by federal statute or regulation and is not sufficiently described and justified in the application as approved by OJP, the recipient will be required, post award, to request and obtain written authorization from OJP before it may make the subaward.

If an applicant proposes to make one or more subawards to carry out the federal award and program, and those subawards are not specifically authorized (or required) by statute or regulation, the applicant should: (1) identify (if known) the proposed subrecipient(s), (2) describe in detail what each subrecipient will do to carry out the federal award and federal program, and (3) provide a justification for the

subaward(s), with details on pertinent matters such as special qualifications and areas of expertise. Pertinent information on subawards should appear not only in the Program Narrative but also in the Budget Detail Worksheet and budget narrative.

**NEW Required certification regarding 8 U.S.C. § 1373 from any proposed subrecipient that is a unit of local government or “public” institution of higher education.** Before a unit of local government may subaward FY 2017 award funds to another unit of local government or to a public institution of higher education, it will be required (by award condition) to obtain a properly executed certification regarding compliance with 8 U.S.C. § 1373 from the proposed subrecipient. (This requirement regarding 8 U.S.C. § 1373 will not apply to subawards to Indian tribes). The specific certification the unit of local government must require from another unit of local government will vary somewhat from the specific certification it must require from a public institution of higher education. The forms will be posted and available for download at: <https://ojp.gov/funding/Explore/SampleCertifications-8USC1373.htm>.

**(2) Information on proposed procurement contracts (with specific justification for proposed noncompetitive contracts over \$150,000)**

Unlike a recipient contemplating a subaward, a recipient of an OJP award generally does not need specific prior federal authorization to enter into an agreement that—for purposes of federal grants administrative requirements—is considered a procurement contract, **provided that** (1) the recipient uses its own documented procurement procedures and (2) those procedures conform to applicable federal law, including the Procurement Standards of the (DOJ) Part 200 Uniform Requirements (as set out at 2 C.F.R. 200.317 - 200.326). The Budget Detail Worksheet and budget narrative should identify proposed procurement contracts. (As discussed above, subawards must be identified and described separately from procurement contracts.)

The Procurement Standards in the (DOJ) Part 200 Uniform Requirements, however, reflect a general expectation that agreements that (for purposes of federal grants administrative requirements) constitute procurement “contracts” under awards will be entered into on the basis of full and open competition. If a proposed procurement contract would exceed the simplified acquisition threshold—currently, \$150,000—a recipient of an OJP award may not proceed without competition, unless and until the recipient receives specific advance authorization from OJP to use a non-competitive approach for the procurement.

An applicant that (at the time of its application) intends—without competition—to enter into a procurement contract that would exceed \$150,000 should include a detailed justification that explains to OJP why, in the particular circumstances, it is appropriate to proceed without competition. Various considerations that may be pertinent to the justification are outlined in the [DOJ Grants Financial Guide](#).

**(d) Pre-Agreement Costs**

For information on pre-agreement costs, see [Section B. Federal Award Information](#).

**5. Indirect Cost Rate Agreement (if applicable)**

Indirect costs may be charged to an award only if:

- (a) The recipient has a current (that is, unexpired), federally approved indirect cost rate; or

- (b) The recipient is eligible to use, and elects to use, the “de minimis” indirect cost rate described in the (DOJ) Part 200 Uniform Requirements, as set out at 2 C.F.R. 200.414(f).

**Note:** This rule does not eliminate or alter the JAG-specific restriction in federal law that charges for administrative costs may not exceed 10 percent of the award amount, regardless of the approved indirect cost rate.

An applicant with a current (that is, unexpired) federally approved indirect cost rate is to attach a copy of the indirect cost rate agreement to the application. An applicant that does not have a current federally approved rate may request one through its cognizant federal agency, which will review all documentation and approve a rate for the applicant entity, or, if the applicant’s accounting system permits, applicants may propose to allocate costs in the direct cost categories.

For assistance with identifying the appropriate cognizant federal agency for indirect costs, please contact the OCFO Customer Service Center at 1–800–458–0786 or at [ask.ocfo@usdoj.gov](mailto:ask.ocfo@usdoj.gov). If DOJ is the cognizant federal agency, applicants may obtain information needed to submit an indirect cost rate proposal at: [www.ojp.gov/funding/Apply/Resources/IndirectCosts.pdf](http://www.ojp.gov/funding/Apply/Resources/IndirectCosts.pdf).

Certain OJP recipients have the option of electing to use the “de minimis” indirect cost rate. An applicant that is eligible to use the “de minimis” rate that wishes to use the “de minimis” rate should attach written documentation to the application that advises OJP of both: (1) the applicant’s eligibility to use the “de minimis” rate, and (2) its election to do so. If an eligible applicant elects the “de minimis” rate, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. The “de minimis” rate may no longer be used once an approved federally-negotiated indirect cost rate is in place. (No entity that ever has had a federally approved negotiated indirect cost rate is eligible to use the “de minimis” rate.)

## **6. Tribal Authorizing Resolution (if applicable)**

An applicant that proposes to provide direct services or assistance to residents on tribal lands should include in its application a resolution, a letter, affidavit, or other documentation, as appropriate, that demonstrates (as a legal matter) that the applicant has the requisite authorization from the tribe(s) to implement the proposed project on tribal lands.

OJP will not deny an application for an FY 2017 award for failure to submit such tribal authorizing resolution (or other appropriate documentation) by the application deadline, but a unit of local government will not receive award funds (and its award will include a condition that withholds funds) until it submits the appropriate documentation.

## **7. Financial Management and System of Internal Controls Questionnaire (including applicant disclosure of high-risk status)**

Every unit of local government is to complete the [OJP Financial Management and System of Internal Controls Questionnaire](#) as part of its application. In accordance with the Part 200 Uniform Requirements as set out at [2 C.F.R. 200.205](#), federal agencies must have in place a framework for evaluating the risks posed by applicants before they receive a federal award.

## **8. Applicant Disclosure of High Risk Status**

Applicants that are currently designated high risk by another federal grant making agency must disclose that status. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the applicant's past performance, or other programmatic or financial concerns with the applicant. If an applicant is designated high risk by another federal awarding agency, the applicant must provide the following information:

- The federal agency that currently designated the applicant as high risk
- Date the applicant was designated high risk
- The high risk point of contact at that federal awarding agency (name, phone number, and email address).
- Reasons for the high risk status, as set out by the federal awarding agency

OJP seeks this information to help ensure appropriate federal oversight of OJP awards. An applicant that is considered "high risk" by another federal awarding agency is not automatically disqualified from receiving an OJP award. OJP may, however, consider the information in award decisions, and may impose additional OJP oversight of any award under this solicitation (including through the conditions that accompany the award document).

## **9. Disclosure of Lobbying Activities**

An applicant that expends any funds for lobbying activities is to provide all of the information requested on the form [Disclosure of Lobbying Activities \(SF-LLL\)](#).

## **10. Certifications and Assurances by the Chief Executive of the Applicant Government**

A JAG application is not complete, and a unit of local government may not receive award funds, unless the chief executive of the applicant unit of local government (e.g., the mayor) properly executes, and the unit of local government submits, the "Certifications and Assurances by the Chief Executive of the Applicant Government" attached to this solicitation as [Appendix I](#).

OJP will not deny an application for an FY 2017 award for failure to submit these "Certifications and Assurances by the Chief Executive of the Applicant Government" by the application deadline, but a unit of local government will not receive award funds (and its award will include a condition that withholds funds) until it submits these certifications and assurances, properly executed by the chief executive of the unit of local government (e.g., the mayor).

## **11. Certification of Compliance with 8 U.S.C. § 1373 by the Chief Legal Officer of the Applicant Government**

The chief legal officer of an applicant unit of local government (e.g., the General Counsel) is to carefully review the "State or Local Government: FY 2017 Certification of Compliance with 8 U.S.C. § 1373" that is attached as [Appendix II](#) to this solicitation. If the chief legal officer determines that he or she may execute the certification, the unit of local government is to submit the certification as part of its application. (Note: this requirement does not apply to Indian tribal governments.)

As discussed further [below](#), a unit of local government (other than an Indian tribal government) applicant will be *unable to make a valid award acceptance* of an FY 2017 JAG

award unless and until a properly executed certification by its chief legal officer is received by OJP on or before the day the unit of local government submits an executed award document.

**12. Additional Attachments**

**(a) Applicant Disclosure of Pending Applications**

Each applicant is to disclose whether it has (or is proposed as a subrecipient under) any pending applications for federally funded grants or cooperative agreements that (1) include requests for funding to support the same project being proposed in the application under this solicitation and (2) would cover identical cost items outlined in the budget submitted to OJP as part of the application under this solicitation. The applicant is to disclose applications made directly to federal awarding agencies, and also applications for subawards of federal funds (e.g., applications to State agencies that will subaward (“subgrant”) federal funds).

OJP seeks this information to help avoid any inappropriate duplication of funding. Leveraging multiple funding sources in a complementary manner to implement comprehensive programs or projects is encouraged and is not seen as inappropriate duplication.

Each applicant that has one or more pending applications as described above is to provide the following information about pending applications submitted within the last 12 months:

- The federal or State funding agency
- The solicitation name/project name
- The point of contact information at the applicable federal or State funding agency

<b>Federal or State Funding Agency</b>	<b>Solicitation Name/Project Name</b>	<b>Name/Phone/Email for Point of Contact at Federal or State Funding Agency</b>
DOJ/Office of Community Oriented Policing Services (COPS)	COPS Hiring Program	Jane Doe, 202/000-0000; jane.doe@usdoj.gov
Health & Human Services/ Substance Abuse and Mental Health Services Administration	Drug-Free Communities Mentoring Program/ North County Youth Mentoring Program	John Doe, 202/000-0000; john.doe@hhs.gov

Each applicant should include the table as a separate attachment to its application. The file should be named “Disclosure of Pending Applications.” The applicant Legal Name on the application must match the entity named on the disclosure of pending applications statement.

Any applicant that does not have any pending applications as described above is to submit, as a separate attachment, a statement to this effect: “[Applicant Name on SF-424] does not have (and is not proposed as a subrecipient under) any pending applications submitted within the last 12 months for federally funded grants or cooperative agreements (or for subawards under federal grants or cooperative agreements) that request funding to support the same project being proposed in this application to OJP and that would cover identical cost items outlined in the budget submitted as part of this application.”

**(b) Research and Evaluation Independence and Integrity (if applicable)**

If an application involves research (including research and development) and/or evaluation, the applicant must demonstrate research/evaluation independence and integrity, including appropriate safeguards, before it may receive award funds. The applicant must demonstrate independence and integrity regarding both this proposed research and/or evaluation, and any current or prior related projects.

Each application should include an attachment that addresses **both** i. and ii. below.

- i. For purposes of this solicitation, each applicant is to document research and evaluation independence and integrity by including one of the following two items:
  - a. A specific assurance that the applicant has reviewed its application to identify any actual or potential apparent conflicts of interest (including through review of pertinent information on the principal investigator, any co-principal investigators, and any subrecipients), and that the applicant has identified no such conflicts of interest—whether personal or financial or organizational (including on the part of the applicant entity or on the part of staff, investigators, or subrecipients)—that could affect the independence or integrity of the research, including the design, conduct, and reporting of the research.

OR

- b. A specific description of actual or potential apparent conflicts of interest that the applicant has identified—including through review of pertinent information on the principal investigator, any co-principal investigators, and any subrecipients—that could affect the independence or integrity of the research, including the design, conduct, or reporting of the research. These conflicts may be personal (e.g., on the part of investigators or other staff), financial, or organizational (related to the applicant or any subrecipient entity). Some examples of potential investigator (or other personal) conflict situations are those in which an investigator would be in a position to evaluate a spouse’s work product (actual conflict), or an investigator would be in a position to evaluate the work of a former or current colleague (potential apparent conflict). With regard to potential organizational conflicts of interest, as one example, generally an organization would not be given an award to evaluate a project, if that organization had itself provided substantial prior technical assistance to that specific project or a location implementing the project (whether funded by OJP or other sources), because the organization in such an

instance might appear to be evaluating the effectiveness of its own prior work. The key is whether a reasonable person understanding all of the facts would be able to have confidence that the results of any research or evaluation project are objective and reliable. Any outside personal or financial interest that casts doubt on that objectivity and reliability of an evaluation or research product is a problem and must be disclosed.

- ii. In addition, for purposes of this solicitation, each applicant is to address possible mitigation of research integrity concerns by including, at a minimum, one of the following two items:
  - a. If an applicant reasonably believes that no actual or potential apparent conflicts of interest (personal, financial, or organizational) exist, then the applicant should provide a brief narrative explanation of how and why it reached that conclusion. The applicant also is to include an explanation of the specific processes and procedures that the applicant has in place, or will put in place, to identify and prevent (or, at the very least, mitigate) any such conflicts of interest pertinent to the funded project during the period of performance. Documentation that may be helpful in this regard may include organizational codes of ethics/conduct and policies regarding organizational, personal, and financial conflicts of interest. There is no guarantee that the plan, if any, will be accepted as proposed.

OR

- b. If the applicant has identified actual or potential apparent conflicts of interest (personal, financial, or organizational) that could affect the independence and integrity of the research, including the design, conduct, or reporting of the research, the applicant is to provide a specific and robust mitigation plan to address each of those conflicts. At a minimum, the applicant is expected to explain the specific processes and procedures that the applicant has in place, or will put in place, to identify and eliminate (or, at the very least, mitigate) any such conflicts of interest pertinent to the funded project during the period of performance. Documentation that may be helpful in this regard may include organizational codes of ethics/conduct and policies regarding organizational, personal, and financial conflicts of interest. There is no guarantee that the plan, if any, will be accepted as proposed.

OJP will assess research and evaluation independence and integrity based on considerations such as the adequacy of the applicant's efforts to identify factors that could affect the objectivity or integrity of the proposed staff and/or the applicant entity (and any subrecipients) in carrying out the research, development, or evaluation activity; and the adequacy of the applicant's existing or proposed remedies to control any such factors.

**(c) Local Governing Body Review**

Applicants must submit information via the Certification and Assurances by the Chief Executive (See [Appendix I](#)) which documents that the JAG application was made available for review by the governing body of the unit of local government, or to an organization designated by that governing body, for a period that was not less than 30

days before the application was submitted to BJA. The same Chief Executive Certification will also specify that an opportunity to comment on this application was provided to citizens prior to the application submission to the extent applicable law or established procedures make such opportunity available. In the past, this has been accomplished via submission of specific review dates; now OJP will only accept a chief executive's certification to attest to these facts. Units of local government may continue to submit actual dates of review should they wish to do so, in addition to the submission of the Chief Executive Certification.

### **How to Apply**

An applicant must submit its application through the [Grants Management System \(GMS\)](#), which provides support for the application, award, and management of awards at OJP. Each applicant entity **must register in GMS for each specific funding opportunity**. Although the registration and submission deadlines are the same, OJP urges each applicant entity to **register promptly**, especially if this is the first time the applicant is using the system. Find complete instructions on how to register and submit an application in GMS at [www.ojp.gov/gmscbt/](http://www.ojp.gov/gmscbt/). An applicant that experiences technical difficulties during this process should email [GMS.HelpDesk@usdoj.gov](mailto:GMS.HelpDesk@usdoj.gov) or call 888-549-9901 (option 3), 24 hours every day, including during federal holidays. OJP recommends that each applicant **register promptly** to prevent delays in submitting an application package by the deadline.

**Note on File Types: GMS does not accept executable file types as application attachments.** These disallowed file types include, but are not limited to, the following extensions: “.com,” “.bat,” “.exe,” “.vbs,” “.cfg,” “.dat,” “.db,” “.dbf,” “.dll,” “.ini,” “.log,” “.ora,” “.sys,” and “.zip.”

Every applicant entity must comply with all applicable System for Award Management (SAM) and unique entity identifier (currently, a Data Universal Numbering System [DUNS] number) requirements. If an applicant entity has not fully complied with applicable SAM and unique identifier requirements by the time OJP makes award decisions, OJP may determine that the applicant is not qualified to receive an award and may use that determination as a basis for making the award to a different applicant.

All applicants should complete the following steps:

**1. Acquire a unique entity identifier (DUNS number).** In general, the Office of Management and Budget requires every applicant for a federal award (other than an individual) to include a “unique entity identifier” in each application, including an application for a supplemental award. Currently, a DUNS number is the required unique entity identifier.

A DUNS number is a unique nine-digit identification number provided by the commercial company Dun and Bradstreet. This unique entity identifier is used for tracking purposes, and to validate address and point of contact information for applicants, recipients, and subrecipients. It will be used throughout the life cycle of an OJP award. Obtaining a DUNS number is a free, one-time activity. Call Dun and Bradstreet at 866-705-5711 to obtain a DUNS number or apply online at [www.dnb.com](http://www.dnb.com). A DUNS number is usually received within 1–2 business days.

**2. Acquire registration with the SAM.** SAM is the repository for certain standard information about federal financial assistance applicants, recipients, and subrecipients. All applicants for OJP awards (other than individuals) must maintain current registrations in the SAM database.

Each applicant must **update or renew its SAM registration at least annually** to maintain an active status. SAM registration and renewal can take as long as 10 business days to complete.

Information about SAM registration procedures can be accessed at <https://www.sam.gov/>.

**3. Acquire a GMS username and password.** New users must create a GMS profile by selecting the “First Time User” link under the sign-in box of the [GMS](#) home page. For more information on how to register in GMS, go to [www.ojp.gov/gmscbt](http://www.ojp.gov/gmscbt). Previously registered applicants should ensure, prior to applying, that the user profile information is up-to-date in GMS (including, but not limited to, address, legal name of agency and authorized representative) as this information is populated in any new application.

**4. Verify the SAM (formerly CCR) registration in GMS.** OJP requires each applicant to verify its SAM registration in GMS. Once logged into GMS, click the “CCR Claim” link on the left side of the default screen. Click the submit button to verify the SAM (formerly CCR) registration.

**5. Search for the funding opportunity on GMS.** After logging into GMS or completing the GMS profile for username and password, go to the “Funding Opportunities” link on the left side of the page. Select BJA and **FY 17 Edward Byrne Memorial Local Justice Assistance Grant (JAG) Program**.

**6. Register by selecting the “Apply Online” button associated with the funding opportunity title.** The search results from step 5 will display the “funding opportunity” (solicitation) title along with the registration and application deadlines for this solicitation. Select the “Apply Online” button in the “Action” column to register for this solicitation and create an application in the system.

**7. Follow the directions in GMS to submit an application consistent with this solicitation.** Once the application is submitted, GMS will display a confirmation screen stating the submission was successful. **Important:** In some instances, applicants must wait for GMS approval before submitting an application. OJP urges each applicant to submit its application **at least 72 hours prior** to the application due date.

#### **Note: Application Versions**

If an applicant submits multiple versions of the same application, OJP will review **only** the most recent system-validated version submitted.

#### **Experiencing Unforeseen GMS Technical Issues**

An applicant that experiences unforeseen GMS technical issues beyond its control that prevent it from submitting its application by the deadline may contact the [GMS Help Desk](#) or the [SAM Help Desk](#) (Federal Service Desk) to report the technical issue and receive a tracking number. The applicant is expected to email the NCJRS Response Center identified in the Contact Information section on the title page **within 24 hours after the application deadline** to request approval to submit its application after the deadline. The applicant’s email must describe the technical difficulties, and must include a timeline of the applicant’s submission efforts, the complete grant application, the applicant’s DUNS number, and any GMS Help Desk or SAM tracking number(s).

**Note: OJP does not automatically approve requests to submit a late application.** After OJP reviews the applicant’s request, and contacts the GMS Help Desk to verify the reported technical issues, OJP will inform the applicant whether the request to submit a late application

has been approved or denied. If OJP determines that the untimely application submission was due to the applicant's failure to follow all required procedures, OJP will deny the applicant's request to submit its application.

The following conditions generally are insufficient to justify late submissions to OJP solicitations:

- Failure to register in SAM or GMS in sufficient time (SAM registration and renewal can take as long as 10 business days to complete.)
- Failure to follow GMS instructions on how to register and apply as posted on the GMS website
- Failure to follow each instruction in the OJP solicitation
- Technical issues with the applicant's computer or information technology environment such as issues with firewalls

## E. Application Review Information

### Review Process

OJP is committed to ensuring a fair and open process for making awards. BJA reviews the application to make sure that the information presented is reasonable, understandable, measurable, and achievable, as well as consistent with the solicitation. BJA will also review applications to help ensure that JAG program-statute requirements have been met.

Pursuant to the (DOJ) Part 200 Uniform Requirements, before awards are made, OJP also reviews information related to the degree of risk posed by applicants. Among other things, to help assess whether an applicant that has one or more prior federal awards has a satisfactory record with respect to performance, integrity, and business ethics, OJP checks whether the applicant is listed in SAM as excluded from receiving a federal award. In addition, if OJP anticipates that an award will exceed \$150,000 in federal funds, OJP also must review and consider any information about the applicant that appears in the non-public segment of the integrity and performance system accessible through SAM (currently, the Federal Awardee Performance and Integrity Information System; "FAPIIS").

**Important note on FAPIIS:** An applicant, at its option, may review and comment on any information about itself that currently appears in FAPIIS and was entered by a federal awarding agency. OJP will consider any such comments by the applicant, in addition to the other information in FAPIIS, in its assessment of the risk posed by the applicant.

The evaluation of risks goes beyond information in SAM, however. OJP itself has in place a framework for evaluating risks posed by applicants. OJP takes into account information pertinent to matters such as—

1. Applicant financial stability and fiscal integrity
2. Quality of the management systems of the applicant, and the applicant's ability to meet prescribed management standards, including those outlined in the DOJ Grants Financial Guide
3. Applicant's history of performance under OJP and other DOJ awards (including compliance with reporting requirements and award conditions), as well as awards from other federal agencies

4. Reports and findings from audits of the applicant, including audits under the (DOJ) Part 200 Uniform Requirements
5. Applicant's ability to comply with statutory and regulatory requirements, and to effectively implement other award requirements

Absent explicit statutory authorization or written delegation of authority to the contrary, the Assistant Attorney General will make all final award decisions.

## F. Federal Award Administration Information

### Federal Award Notices

OJP expects to issue award notifications by September 30, 2017. OJP sends award notifications by email through GMS to the individuals listed in the application as the point of contact and the authorizing official. The email notification includes detailed instructions on how to access and view the award documents, and steps to take in GMS to start the award acceptance process. GMS automatically issues the notifications at 9:00 p.m. eastern time on the award date.

**NOTE:** In order validly to accept an award under the FY 2017 JAG Program, a unit of local government (other than an Indian tribal government) must submit to GMS the certification by its chief legal officer regarding compliance with 8 U.S.C. § 1373, executed using the form that appears in [Appendix II](#). (The form also may be downloaded at <https://ojp.gov/funding/Explore/SampleCertifications-8USC1373.htm>.) Unless the executed certification either (1) is submitted to OJP together with the signed award document or (2) is uploaded in GMS no later than the day the signed award document is submitted, **OJP will reject as invalid** any submission by a unit of local government (other than an Indian tribal government) that purports to accept an award under this solicitation.

Rejection of an initial submission as an invalid award acceptance is not a denial of the award. Consistent with award requirements, once the unit of local government **does** submit the necessary certification regarding 8 U.S.C. § 1373, the unit of local government **will** be permitted to submit an award document executed by the unit of local government on or after the date of that certification.

Also, in order for a unit of local government applicant validly to accept an award under the FY 2017 JAG Program, an individual with the necessary authority to bind the applicant will be required to log in; execute a set of legal certifications and a set of legal assurances; designate a financial point of contact; thoroughly review the award, including **all** award conditions; and sign and accept the award. The award acceptance process requires physical signature of the award document by the authorized representative and the scanning of the fully executed award document (along with the required certification regarding 8 U.S.C. § 1373, if not already uploaded in GMS) to OJP.

### Statutory and Regulatory Requirements; Award Conditions

If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award requirements (including all award conditions), as well as all applicable requirements of federal statutes and regulations (including those referred to in assurances and certifications executed as part of the application or in

connection with award acceptance, and administrative and policy requirements set by statute or regulation).

OJP strongly encourages prospective applicants to review information on post-award legal requirements generally applicable to FY 2017 OJP awards and common OJP award conditions **prior** to submitting an application.

Applicants should consult the "[Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2017 Awards](#)," available in the [OJP Funding Resource Center](#). In addition, applicants should examine the following two legal documents, as each successful applicant must execute both documents in GMS before it may receive any award funds.

- [Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements](#)
- OJP Certified Standard Assurances (attached to this solicitation as [Appendix IV](#))

The web pages accessible through the "[Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2017 Awards](#)" are intended to give applicants for OJP awards a general overview of important statutes, regulations, and award conditions that apply to many (or in some cases, all) OJP grants and cooperative agreements awarded in FY 2017. Individual OJP awards typically also will include additional award conditions. Those additional conditions may relate to the particular statute, program, or solicitation under which the award is made; to the substance of the funded application; to the recipient's performance under other federal awards; to the recipient's legal status (e.g., as a for-profit entity); or to other pertinent considerations.

Individual FY 2017 JAG awards will include two new express conditions that, with respect to the "program or activity" that would be funded by the FY 2017 award, are designed to ensure that States and units of local government that receive funds from the FY 2017 JAG award: (1) permit personnel of the U.S. Department of Homeland Security (DHS) to access any correctional or detention facility in order to meet with an alien (or an individual believed to be an alien) and inquire as to his or her right to be or remain in the United States and (2) provide at least 48 hours' advance notice to DHS regarding the scheduled release date and time of an alien in the jurisdiction's custody when DHS requests such notice in order to take custody of the alien pursuant to the Immigration and Nationality Act.

Compliance with the requirements of the two foregoing new award conditions will be an authorized and priority purpose of the award. The reasonable costs (to the extent not reimbursed under any other federal program) of developing and putting into place statutes, rules, regulations, policies, or practices as required by these conditions, and to honor any duly authorized requests from DHS that is encompassed by these conditions, will be allowable costs under the award.

### **General Information about Post-Federal Award Reporting Requirements**

A unit of local government recipient of an award under this solicitation will be required to submit the following reports and data:

Required reports. Recipients typically must submit quarterly financial status reports, semi-annual progress reports, final financial and progress reports, and, if applicable, an annual audit report in accordance with the (DOJ) Part 200 Uniform Requirements or specific award conditions. Future awards and fund drawdowns may be withheld if reports are delinquent. (In appropriate cases, OJP may require additional reports.)

Awards that exceed \$500,000 will include an additional condition that, under specific circumstances, will require the recipient to report (to FAPIIS) information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either the OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Additional information on this reporting requirement appears in the text of the award condition posted on the OJP website at: <https://ojp.gov/funding/FAPIIS.htm>

Data on performance measures. In addition to required reports, each recipient of an award under this solicitation also must provide data that measure the results of the work done under the award. To demonstrate program progress and success, as well as to assist DOJ with fulfilling its responsibilities under GPRa and the GPRa Modernization Act of 2010, OJP will require State recipients to provide accountability metrics data. Accountability metrics data must be submitted through BJA's Performance Measurement Tool (PMT), available at <https://bjapmt.ojp.gov>. The accountability measures are available at: <https://bjapmt.ojp.gov/help/jagdocs.html>. (Note that if a law enforcement agency receives JAG funds from a State, the State must submit quarterly accountability metrics data related to training that officers have received on use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.)

OJP may restrict access to award funds if a recipient of an OJP award fails to report required performance measures data in a timely manner.

## **G. Federal Awarding Agency Contact(s)**

For OJP contact(s), see the title page of this solicitation.

For contact information for GMS, see the title page.

## **H. Other Information**

### **Freedom of Information Act and Privacy Act (5 U.S.C. § 552 and 5 U.S.C. § 552a)**

All applications submitted to OJP (including all attachments to applications) are subject to the federal Freedom of Information Act (FOIA) and to the Privacy Act. By law, DOJ may withhold information that is responsive to a request pursuant to FOIA if DOJ determines that the responsive information either is protected under the Privacy Act or falls within the scope of one of nine statutory exemptions under FOIA. DOJ cannot agree in advance of a request pursuant to FOIA not to release some or all portions of an application.

In its review of records that are responsive to a FOIA request, OJP will withhold information in those records that plainly falls within the scope of the Privacy Act or one of the statutory exemptions under FOIA. (Some examples include certain types of information in budgets, and names and contact information for project staff other than certain key personnel.) In appropriate

circumstances, OJP will request the views of the applicant/recipient that submitted a responsive document.

For example, if OJP receives a request pursuant to FOIA for an application submitted by a nonprofit or for-profit organization or an institution of higher education, or for an application that involves research, OJP typically will contact the applicant/recipient that submitted the application and ask it to identify—quite precisely—any particular information in the application that applicant/recipient believes falls under a FOIA exemption, the specific exemption it believes applies, and why. After considering the submission by the applicant/recipient, OJP makes an independent assessment regarding withholding information. OJP generally follows a similar process for requests pursuant to FOIA for applications that may contain law-enforcement sensitive information.

### **Provide Feedback to OJP**

To assist OJP in improving its application and award processes, OJP encourages applicants to provide feedback on this solicitation, the application submission process, and/or the application review process. Provide feedback to [OJPSolicitationFeedback@usdoj.gov](mailto:OJPSolicitationFeedback@usdoj.gov).

**IMPORTANT:** This email is for feedback and suggestions only. OJP does **not** reply to messages it receives in this mailbox. A prospective applicant that has specific questions on any program or technical aspect of the solicitation **must** use the appropriate telephone number or email listed on the front of this solicitation document to obtain information. These contacts are provided to help ensure that prospective applicants can directly reach an individual who can address specific questions in a timely manner.

If you are interested in being a reviewer for other OJP grant applications, please email your résumé to [ojppeerreview@lmsolas.com](mailto:ojppeerreview@lmsolas.com). (Do not send your résumé to the OJP Solicitation Feedback email account.) **Note:** Neither you nor anyone else from your organization or entity can be a peer reviewer in a competition in which you or your organization/entity has submitted an application.

# Application Checklist

## Edward Byrne Memorial Justice Assistance Grant (JAG) Program: FY 2017 Local Solicitation

This application checklist has been created as an aid in developing an application.

### What an Applicant Should Do:

#### *Prior to Registering in GMS:*

- Acquire a DUNS Number (see page 27)
- Acquire or renew registration with SAM (see page 27)

#### *To Register with GMS:*

- For new users, acquire a GMS username and password\* (see page 27)
- For existing users, check GMS username and password\* to ensure account access (see page 27)
- Verify SAM registration in GMS (see page 27)
- Search for correct funding opportunity in GMS (see page 27)
- Select correct funding opportunity in GMS (see page 27)
- Register by selecting the “Apply Online” button associated with the funding opportunity title (see page 27)
- Read OJP policy and guidance on conference approval, planning, and reporting available at [ojp.gov/financialguide/DOJ/PostawardRequirements/chapter3.10a.htm](http://ojp.gov/financialguide/DOJ/PostawardRequirements/chapter3.10a.htm) (see page 14)
- If experiencing technical difficulties in GMS, contact the NCJRS Response Center (see page 2)

\*Password Reset Notice – GMS users are reminded that while password reset capabilities exist, this function is only associated with points of contact designated within GMS at the time the account was established. Neither OJP nor the GMS Help Desk will initiate a password reset unless requested by the authorized official or a designated point of contact associated with an award or application.

### Overview of Post-Award Legal Requirements:

- Review the “[Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2017 Awards](#)” in the OJP Funding Resource Center.

### Scope Requirement:

- The federal amount requested is within the allowable limit(s) of the FY 2017 JAG Allocations List as listed on BJA’s [JAG web page](#).

## What an Application Should Include:

_____	Application for Federal Assistance (SF-424)	(see page 16)
_____	Project Abstract	(see page 16)
_____	Program Narrative	(see page 17)
_____	Budget Detail Worksheet	(see page 18)
_____	Budget Narrative	(see page 18)
_____	Indirect Cost Rate Agreement (if applicable)	(see page 21)
_____	Tribal Authorizing Resolution (if applicable)	(see page 21)
_____	Financial Management and System of Internal Controls Questionnaire	(see page 22)
_____	Disclosure of Lobbying Activities ( <a href="#">SF-LLL</a> ) (if applicable)	(see page 22)
_____	Certifications and Assurances by Chief Executive	(see page 22)
_____	Certification of Compliance with 8 U.S.C. § 1373 by Chief Legal Officer (Note: this requirement does not apply to Indian tribal governments.)	(see page 23)
_____	OJP Certified Standard Assurances	(see page 40)
_____	Additional Attachments	
_____	Applicant Disclosure of Pending Applications	(see page 23)
_____	Research and Evaluation Independence and Integrity (if applicable)	(see page 24)

# Appendix I

## Certifications and Assurances by the Chief Executive of the Applicant Government

Template for use by *chief executive* of the “Unit of local government” (e.g., the mayor)

**Note:** By law, for purposes of the JAG Program, the term “unit of local government ” includes a town, township, village, parish, city, county, borough, or other general purpose political subdivision of a state; or, it may also be a federally recognized Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government may be any law enforcement district or judicial enforcement district established under applicable State law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff.

**U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS**

**Edward Byrne Justice Assistance Grant Program  
FY 2017 Local Solicitation**

**Certifications and Assurances  
by the Chief Executive of the Applicant Government**

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2017 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 42 U.S.C. § 3752(a), I certify under penalty of perjury to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I certify that— (a) the programs to be funded by the award (if any) that OJP makes based on the application described above meet all the requirements of the JAG Program statute (42 U.S.C. §§ 3750-3758); (b) all the information contained in that application is correct; (c) in connection with that application, there has been appropriate coordination with affected agencies; and (d) in connection with that award (if any), the applicant unit of local government will comply with all provisions of the JAG Program statute and all other applicable federal laws.
7. I have examined certification entitled "State or Local Government: FY 2017 Certification of Compliance with 8 U.S.C. § 1373" executed by the chief legal officer of the applicant government with respect to the FY 2017 JAG program and submitted in support of the application described above, and I hereby adopt that certification as my own on behalf of that government.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 42 U.S.C. § 3795a), and also may subject me and the applicant unit of local government to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and §§ 3801-3812). I also acknowledge that OJP awards, including certifications provided in connection with such awards, are subject to review by USDOJ, including by OJP and by the USDOJ Office of the Inspector General.

\_\_\_\_\_  
Signature of Chief Executive of the Applicant Unit of  
Local Government

\_\_\_\_\_  
Date of Certification

\_\_\_\_\_  
Printed Name of Chief Executive

\_\_\_\_\_  
Title of Chief Executive

\_\_\_\_\_  
Name of Applicant Unit of Local Government

# Appendix II

## State or Local Government:

### Certification of Compliance with 8 U.S.C. § 1373

Template for use by the *chief legal officer* of the “Local Government”

(e.g., the General Counsel) (Note: this Certification is not required by Indian tribal government applicants.)

Available for download at:

<https://ojp.gov/funding/Explore/SampleCertifications-8USC1373.htm>

**U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS**

**State or Local Government: FY 2017 Certification of Compliance with 8 U.S.C. § 1373**

On behalf of the applicant government entity named below, and in support of its application, I certify under penalty of perjury to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDJ"), that all of the following are true and correct:

- (1) I am the chief legal officer of the State or local government of which the applicant entity named below is a part ("the jurisdiction"), and I have the authority to make this certification on behalf of the jurisdiction and the applicant entity (that is, the entity applying directly to OJP). I understand that OJP will rely upon this certification as a material representation in any decision to make an award to the applicant entity.
- (2) I have carefully reviewed 8 U.S.C. § 1373(a) and (b), including the prohibitions on certain actions by State and local government entities, -agencies, and -officials regarding information on citizenship and immigration status. I also have reviewed the provisions set out at (or referenced in) 8 U.S.C. § 1551 note ("Abolition ... and Transfer of Functions"), pursuant to which references to the "Immigration and Naturalization Service" in 8 U.S.C. § 1373 are to be read, as a legal matter, as references to particular components of the U.S. Department of Homeland Security.
- (3) I (and also the applicant entity) understand that the U.S. Department of Justice will require States and local governments (and agencies or other entities thereof) to comply with 8 U.S.C. § 1373, with respect to any "program or activity" funded in whole or in part with the federal financial assistance provided through the FY 2017 OJP program under which this certification is being submitted ("the FY 2017 OJP Program" identified below), specifically including any such "program or activity" of a governmental entity or -agency that is a subrecipient (at any tier) of funds under the FY 2017 OJP Program.
- (4) I (and also the applicant entity) understand that, for purposes of this certification, "program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. § 2000d-4a), and that terms used in this certification that are defined in 8 U.S.C. § 1101 mean what they mean under that section 1101, except that the term "State" also shall include American Samoa (*cf.* 42 U.S.C. § 901(a)(2)). Also, I understand that, for purposes of this certification, neither a "public" institution of higher education (*i.e.*, one that is owned, controlled, or directly funded by a State or local government) nor an Indian tribe is considered a State or local government entity or -agency.
- (5) I have conducted (or caused to be conducted for me) a diligent inquiry and review concerning both—
  - (a) the "program or activity" to be funded (in whole or in part) with the federal financial assistance sought by the applicant entity under this FY 2017 OJP Program; and
  - (b) any prohibitions or restrictions potentially applicable to the "program or activity" sought to be funded under the FY 2017 OJP Program that deal with sending to, requesting or receiving from, maintaining, or exchanging information of the types described in 8 U.S.C. § 1373(a) or (b), whether imposed by a State or local government entity, -agency, or -official.
- (6) As of the date of this certification, neither the jurisdiction nor any entity, agency, or official of the jurisdiction has in effect, purports to have in effect, or is subject to or bound by, any prohibition or any restriction that would apply to the "program or activity" to be funded in whole or in part under the FY 2017 OJP Program (which, for the specific purpose of this paragraph 6, shall not be understood to include any such "program or activity" of any subrecipient at any tier), and that deals with either— (1) a government entity or -official sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. § 1373(a); or (2) a government entity or -agency sending to, requesting or receiving from, maintaining, or exchanging information of the types (and with respect to the entities) described in 8 U.S.C. § 1373(b).

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 42 U.S.C. § 3795a), and also may subject me and the applicant entity to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and §§ 3801-3812). I also acknowledge that OJP awards, including certifications provided in connection with such awards, are subject to review by USDJ, including by OJP and by the USDJ Office of the Inspector General.

\_\_\_\_\_  
Signature of Chief Legal Officer of the Jurisdiction

\_\_\_\_\_  
Printed Name of Chief Legal Officer

\_\_\_\_\_  
Date of Certification

\_\_\_\_\_  
Title of Chief Legal Officer of the Jurisdiction

\_\_\_\_\_  
Name of Applicant Government Entity (*i.e.*, the applicant to the FY 2017 OJP Program identified below)

**FY 2017 OJP Program: Byrne Justice Assistance Grant ("JAG") Program**

# Appendix III

## **8 U.S.C. § 1373** (as in effect on June 21, 2017)

### **Communication between government agencies and the Immigration and Naturalization Service**

#### **(a) In general**

Notwithstanding any other provision of Federal, State, or local law, a Federal, State, or local government entity or official may not prohibit, or in any way restrict, any government entity or official from sending to, or receiving from, the Immigration and Naturalization Service information regarding the citizenship or immigration status, lawful or unlawful, of any individual.

#### **(b) Additional authority of government entities**

Notwithstanding any other provision of Federal, State, or local law, no person or agency may prohibit, or in any way restrict, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status, lawful or unlawful, of any individual:

- (1) Sending such information to, or requesting or receiving such information from, the Immigration and Naturalization Service.
- (2) Maintaining such information.
- (3) Exchanging such information with any other Federal, State, or local government entity.

#### **(c) Obligation to respond to inquiries**

The Immigration and Naturalization Service shall respond to an inquiry by a Federal, State, or local government agency, seeking to verify or ascertain the citizenship or immigration status of any individual within the jurisdiction of the agency for any purpose authorized by law, by providing the requested verification or status information.

See *also* provisions set out at (or referenced in) 8 U.S.C. § 1551 note (“Abolition ... and Transfer of Functions”)

# **Appendix IV**

## **OJP Certified Standard Assurances**

U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS

CERTIFIED STANDARD ASSURANCES

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the Office of Justice Programs (OJP), U.S. Department of Justice ("Department"), that all of the following are true and correct:

- (1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any OJP decision to make an award to the Applicant based on its application.
- (2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.
- (3) I assure that, throughout the period of performance for the award (if any) made by OJP based on the application—
  - (a) the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
  - (b) the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
  - (c) the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.
- (4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by OJP based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition—
  - (a) the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1881); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
  - (b) the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 815(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d(c)); section 1407(e) of the Victims of Crime Act of 1984 (42 U.S.C. § 10604(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5872(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (42 U.S.C. § 13925(b)(13)) also may apply;
  - (c) the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
  - (d) on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.
- (5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by OJP based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), and 46 (human subjects protection).
- (6) I assure that the Applicant will assist OJP as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).
- (7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by OJP based on the application.
- (8) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by OJP based on the application—
  - (a) it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
  - (b) it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 42 U.S.C. § 3795a), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that OJP awards, including certifications provided in connection with such awards, are subject to review by the Department, including by OJP and by the Department's Office of the Inspector General.



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

**AI-12752**

**County Administrator's Report 10. 3.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 09/21/2017

**Issue:** Request for Disposition of Property

**From:** Mike Weaver, Department Director

**Organization:** Public Safety

**CAO Approval:**

---

**RECOMMENDATION:**

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

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

**BACKGROUND:**

Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment. The surplus property listed on the attached Request for Disposition of Property has been checked, declared to be obsolete and/or of no use to the County, and suitable to be auctioned disposed of properly.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

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

**IMPLEMENTATION/COORDINATION:**

Recommend the items be picked up for disposal. Please coordinate with Tamika Williams.

---

**Attachments**

Property Disposition Form

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

TO: Clerk & Comptroller's Finance Department  
 FROM: Disposing Department: Public Safety COST CENTER NO: 330801

Tamika L. Williams DATE: 8/22/17

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): \_\_\_\_\_ Phone No: 850-471-6425

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

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	T62380	Chevy Colorado Truck	1GCKTBD98A8127425	CHEVY	2010	POOR
y	t62382	CHEVY COLORADO	1GCKTBD90A8127483	CHEVY	2010	POOR
Y	T62389	CHEVY COLORADO	1GCDT19E9984149065	CHEVY	2009	POOR
Y	T62366	CHEVY COLORADO	1GCKTBD95A8127480	CHEVY		POOR

Disposal Comments: These vehicles are in poor condition and are rusting and are of not further use to the County

INFORMATION TECHNOLOGY (IT Technician): \_\_\_\_\_

Print Name

Conditions: \_\_\_\_\_ Dispose-Good Condition-Unusable for BOCC  
 \_\_\_\_\_ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: \_\_\_\_\_ Information Technology Technician Signature: \_\_\_\_\_

Date: 8/22/2017  
 FROM: Escambia County Department Director (Signature): \_\_\_\_\_

Director (Print Name): Michael D. Weaver

**RECOMMENDATION:**

TO: Board of County Commissioners

Meeting Date: \_\_\_\_\_

Approved by the County Commission and Recorded in the Minutes of: \_\_\_\_\_  
 Pam Childers, Clerk of the Circuit Court & Comptroller  
 By (Deputy Clerk) \_\_\_\_\_

This Equipment Has Been Auctioned / Sold

by: \_\_\_\_\_  
 Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

\_\_\_\_\_  
 Clerk & Comptroller's Finance Signature of Receipt Date



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

**AI-12831**

**County Administrator's Report 10. 4.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 09/21/2017

**Issue:** Reappointments to the Building Services Department Inspections Fund Advisory Board (IFAB)

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

**Organization:** Building Services

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning Reappointments to the Building Services Department Inspections Fund Advisory Board (IFAB) - Tim Tolbert, Building Official/Department Director

That the Board take the following action concerning the reappointments to the Building Services Department Inspections Fund Advisory Board (IFAB):

A. Waive the Board's Policy, Section I, Part B.1.(D), Appointment Policy and Procedures; and

B. Reappoint the following two members for a three-year term, effective October 1, 2017, through September 30, 2020;

1. Bobby B. Price, Jr., Builder, Bob Price, Jr. Builder, Inc.; and

2. William L. Merrill, P.E., Professional Engineer.

**BACKGROUND:**

The Building Services Department Inspections Fund Advisory Board (IFAB) is governed under the Escambia County Code of Ordinances, Number 2004-56, Chapter 46, Article VI, Section 46-286. Members are appointed by the Board of County Commissioners with the names of individuals to be submitted by the Home Builders Association of West Florida. Members serve three year terms and may be reappointed to serve additional terms in accordance with the Escambia County Code of Ordinances, Section 46-286(f)(2).

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The Building Services Department Inspections Fund Advisory Board shall meet at least quarterly in accordance with the requirements of Florida's Government in the Sunshine Law with the Building Official to review compliance and make recommendations to the Department's budget, service fees and costs, and other related financial matters.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Home Builders Association Recommendation

Bob Price, Jr. Resume

William Merrill, P.E. Resume

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**Jennifer A. Hampton**

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**From:** David Peaden <dpeaden@hbawf.com>  
**Sent:** Thursday, September 07, 2017 10:33 AM  
**To:** Jennifer A. Hampton  
**Subject:** IFAB

Dear Jennifer:

The Home Builders Association would like for Bob Price, Jr. and William Merrill to continue on the Inspections Fund Advisory Board. Please use their résumés on file.

Sincerely,

David Peaden  
Executive Director  
Home Builders Association of West Florida  
4400 Bayou Blvd., Suite 45  
Pensacola, Florida 32503  
850-476-0318

**BOBBY B. PRICE JR., RGC, CRC**

1323 Soaring Blvd. · Cantonment, FL 32533 · (850) 336-5509 · bjbuild1@cox.net

**EXECUTIVE SUMMARY**

Proven, successful, second-generation construction industry executive with 30 years' cumulative experience spanning all aspects of the business: from entry-level land clearing, framing, and trim; to corporate management, development, finance, strategy, and marketing.

**PROFESSIONAL EXPERIENCE**

**Founder/CEO, Bob Price, Jr., Builder, Inc.**

**Pensacola, FL**

**1987 – Present**

Established and continue to operate custom home building company based in northwest Florida and licensed in both Florida and Alabama, which has undertaken individual developments and a 78-unit multifamily complex up to \$6 million in value, with peak annual revenue of \$X million.

Personally responsible for all phases of executive management and oversight of:

- Cost estimation and budgeting;
- Management of corporate banking relationships;
- Maintenance of collegial relations with public oversight boards and regulatory bodies;
- Site preparation and development;
- Supply and logistics;
- Sales, marketing, and contract negotiation; and
- Management of subcontractors to insure timely completion.

Individual honors have included:

- Built the 1993 American Dream Home, for the Homebuilders Association of NW Florida;
- Past President (2006) and board member (since 1993) of Homebuilders Association of Northwest Florida;
- 2007 Homebuilders Association of Northwest Florida Builder of the Year, recognized for outstanding community service and dedication to the homebuilding industry;
- Appointed (2008) to Escambia County, FL Building Inspection Department Advisory Board;
- Appointed (2008) to Selection Committee for Escambia County, FL Chief Building Inspector
- Appointed (2009) to the Board of Adjustments for Escambia County, FL.

Press mentions and accolades:

- Contracting Business magazine, July 2003: Winner, 2002 Quality Home Comfort Award for new construction up to 4,001 square feet;
- Florida Home Builder Magazine, September 2003: Winner, 2002 Grand Aurora Energy award
- Pensacola News Journal, December 22, 2003, 'Money' Section: "Homebuilder Builds with Energy-Savings in Mind."
- Builder/Architect Magazine, May/June 2006: Featured article
- Florida Trend Magazine, December 2009: Feature on First EarthCents subdivision, a partnership with The Southern Company.

**Co-Founder, Sweetwater Homes and Land, LLC**

**Pensacola, FL**

**2008-present**

In partnership with The Southern Company, established an EarthCents home development company with the mission of providing high quality, energy efficient, and affordable homes to first-time buyers and others in Northwest Florida with a focus on lower utility bills, a long-term commitment to energy-efficiency, and conservation natural resources for future generations.

**Bob Price Homes, Inc.**

**Pensacola, FL**

**1976 – 1986**

Apprenticed under Bob Price, Sr. throughout school and college years, learning all aspects of the homebuilding business from a hands-on perspective. Performed all duties associated with the construction of a new home from site clearing and preparation; to clean-up, framing, and trim; to supervision and management of logistics.

**EDUCATION**

UNIVERSITY OF SOUTHERN MISSISSIPPI – Hattiesburg, Mississippi: Bachelor of Science, Construction Engineering, 1986

**PROFESSIONAL DESIGNATIONS AND LICENSES**

General Contractors license, Santa Rosa County, Florida, RG0053593

Residential Contractors license, State of Florida, CRC1328354

Residential Contractors license, Baldwin County, Alabama, 00610

**REFERENCES**

Available upon request

**William L. Merrill, P.E.**  
4928 N. Davis Highway  
Pensacola, Florida 32503  
(850) 478-4923  
*William@mpses.com*

*Florida P.E. Registration No. 55876*  
*Alabama P.E. Registration No. 23396*

### **Summary of Qualifications:**

- Design, permitting, contract administration of over thirty residential subdivisions including multiple developments with over 900 lots
- Multiple commercial site development projects including big-box shopping centers
- Storm water damage expert witness
- Roadway and bridge design
- Safety analysis of roadways and intersections
- Potable water system design
- Sanitary sewer system design (including lift station)
- Design of over 100 residential homes (structural wind load)
- Environmental design and permitting
- Permitting (FDEP, ADEM, FEMA, FDOT, NFWFMD, ALDOT, State Health Departments, Local Counties and Cities)
- Phase I environmental site assessments
- Marina and breakwater design and submerged land leases
- Public presentations on engineering and land use issues on behalf of clients

### **Experience:**

***Merrill Parker Shaw, Inc.: Pensacola Florida***  
***Owner***

***March 2002***  
***Present***

As a part owner and the Principal Engineer for the firm, my responsibilities include managing a staff of engineers and engineering technicians; engineering design, master planning, coordination, review, inspection, permitting, rezoning requests, property vacation, future land use amendments and management of projects; contract administration; carrying out administration task such as staff hiring, raises, terminations and review of employees under my direction.

***Northwest Florida Engineering and Surveying, Inc., Pensacola, Florida***  
***Partner/Engineering Manager***

***March 1998***  
***March 2002***

#### ***Engineering Manager/Project Engineer***

From July 2000 to March 2002, responsibilities as Engineering Manager included being the primary reviewer and engineer of record for the company; managing a staff of project engineers, planners, design engineers, engineering technicians, draftsmen and clerical personnel; making design decisions, staff hiring, raises, terminations and reviews; reporting to the Board of Directors for the engineering department's budgets, timeframes, quality and collections.

From April 1998 to July 2000, responsibilities as Project Engineer included working on various residential subdivisions and commercial developments, including design and permitting.

**JWM Engineering Inc., Luverne, Alabama**  
**Design Engineer and Office Manager**

*April 1997*  
*April 1998*

Responsibilities included engineering design of municipal projects such as street resurfacing, bridge replacement and storm water management; working as design engineer for several residential subdivisions and commercial site development projects; design and construction management of one pre-cast concrete bridge.

**Crenshaw County Commission, Luverne, Alabama.**  
**Assistant County Engineer**

*January 1995*  
*April 1997*

Responsibilities included working directly for the County Engineer as designer, inspector and project manager; permitting, drafting, engineering design, surveying, public meetings and contract administration; performing annual inspections of county bridges, erosion control projects; oversight of private contractors working on projects for the county; design and construction management of three pre-cast concrete bridges.

**Education:**

Auburn University; Auburn, Alabama  
*Degree: B.S. Civil Engineering in December 1994*

**Elective Course Work:**

Storm Water Drainage Design  
Geometric Design  
Soil Stabilization  
Reinforced Concrete Design Project

**Continuing Education:**

15+ hours/yr of continuing education  
ALDOT Roadway Technician  
Nuclear Safety School  
ALDOT Certified Bridge Inspection School  
Florida NPDES certified Inspector

**Other:**

- Registered Professional Engineer in Alabama and Florida
- Five years of part time experience with a construction company and one year part-time experience with a survey crew
- Qualified by the Escambia County Hearing Officer as an expert in the area of Land Development
- Home Builders of Northwest Florida, Government Affairs Member
- Past City of Gulf Breeze Development Review Board Member
- Current Santa Rosa County Planning Board Member (Past Chairman).

**Personal:**

- Married with two children
- Member Gulf Breeze United Methodist Church
- Gulf Breeze SERTOMA (Past Board Member)

**References:**

- Multiple references upon request (attorneys, government agency engineers, private engineers, government agency inspectors, developers and clients)



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

**AI-12870**

**County Administrator's Report 10. 5.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 09/21/2017

**Issue:** Certificates of Public Convenience and Necessity for Advanced Services in Escambia County

**From:** Mike Weaver, Department Director

**Organization:** Public Safety

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning Certificate of Public Convenience and Necessity for the Provision of Advanced Life Support Services in Escambia County, Florida - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning Certificate of Public Convenience and Necessity:

A. Approve the issuance of a Certificate of Public Convenience and Necessity for provision of Advanced Life Support services in Escambia County, Florida, with noted limitations, to Shands Teaching Hospitals d/b/a UF Health ShandsCair, effective September 21, 2017, through December 31, 2018; and

B. Authorize the Chairman to execute the Certificate of Public Convenience and Necessity.

**BACKGROUND:**

In accordance with Florida Statutes, Chapter 401, and County Ordinance 2009-37, emergency medical service providers in Escambia County are required to obtain a Certificate of Public Convenience and Necessity from the Escambia County Board of County Commissioners prior to providing Advanced Life Support (ALS). Shands Teaching Hospitals d/b/a UF Health ShandsCair service currently does not hold a Certificate of Public Convenience and Necessity, and has requested a certificate for Shands Teaching Hospitals d/b/a UF Health ShandsCair. Ordinance 2009-37 authorizes the Board to issue new certificate when such are found to be of public convenience and necessity.

Following is a description of the provider, the unique service it offers, which provides public convenience and necessity, and their coverage area within the county:

1. Shands Teaching Hospitals d/b/a UF Health ShandsCair service provides ALS response and transportation of critically ill neonatal (newborn infants) and pediatric cases in the entire area of Escambia County.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with Florida Statutes, Chapter 401 and County Ordinance 2009-37.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

COPCN UF ShandsCair

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EMERGENCY MEDICAL SERVICES  
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

**WHEREAS**, the Shands Teaching Hospitals d/b/a UF Health ShandsCair has requested authorization to provide Advanced Life Support services to the citizens of Escambia County; and (Advanced Life or Basic Life Support)

**WHEREAS**, there has been demonstrated there is a need to provide these essential services to the citizens of this county; and,

**WHEREAS**, the above named service affirms that it will maintain compliance with the requirements of the Emergency Medical Services Act (Chapter 401, F.S.) and rules (Chapter 10D-66, F.A.C.).

**THEREFORE**, the Board of County Commissioners of Escambia County hereby issues a Certificate of Public Convenience and Necessity to said Company to provide ALS Transport services with limitations as prescribed on this certificate. (BLS, ALS-transport, ALS non-transport)

In issuing this certificate, the governing body of Escambia County has considered recommendations of affected municipalities.

Date Issued September 21, 2017

Date of Expiration December 31, 2018  
Unless certificate is sooner revoked or suspended)

Limitations: JURISDICTION: Entire County

SPECIAL CONDITIONS: Neonatal and Pediatric Transport Only

ATTEST: Pam Childers  
Clerk of the Circuit Court

Board of County Commissioners  
D.B Underhill, Chairman

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

BCC Approved: \_\_\_\_\_



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

**AI-12805**

**County Administrator's Report 10. 6.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 09/21/2017

**Issue:** Certificates of Public Convenience and Necessity for Advanced and/or Basic Life Support Services in Escambia County

**From:** Mike Weaver, Department Director

**Organization:** Public Safety

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning Certificates of Public Convenience and Necessity for the Provision of Advanced Life Support and/or Basic Life Support Services in Escambia County, Florida - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning Certificates of Public Convenience and Necessity:

A. Approve the issuance of a Certificate of Public Convenience and Necessity for provision of Advanced Life Support and/or Basic Life Support services in Escambia County, Florida, with noted limitations, to Atmore Ambulance, Inc., Escambia County Public Safety Department, Lifeguard Ambulance Service of Florida, LLC., Rocky Mountain Holdings, LLC., dba Air Methods Corporation, and Sacred Heart Children's Hospital, effective January 1, 2018, through December 31, 2018; and

B. Authorize the Chairman to execute the Certificate of Public Convenience and Necessity for each Agency.

**BACKGROUND:**

In accordance with Florida Statutes, Chapter 401, and County Ordinance 2009-37, emergency medical service providers in Escambia County are required to obtain a Certificate of Public Convenience and Necessity from the Escambia County Board of County Commissioners prior to providing Advanced Life Support (ALS) or Basic Life Support (BLS) service. Atmore Ambulance Service, Inc., Escambia County Public Safety Department, Lifeguard Ambulance Service of Florida, LLC, Rocky Mountain Holdings, LLC, dba Air Methods Corporation, and Sacred Heart Children's Hospital Neonatal and Pediatric Transport Van currently hold a Certificate of Public Convenience and Necessity, and have requested renewal. Ordinance 2009-37 authorizes the Board to issue renewals of the certificates when such are found to be of public convenience and necessity.

Following are descriptions of the five providers, the unique service each offers, which provides public convenience and necessity, and their coverage area within the county:

1. Atmore Ambulance, Inc. provides ALS services to the portions of Escambia County served by the Davisville and Walnut Hill telephone extensions. It also provides BLS non-emergency transports to all of Escambia County.
2. Escambia County Public Safety Department provides ALS ground response to the entire County to include all ALS and BLS transfers.
3. Lifeguard Ambulance Service of Florida, LLC provides ambulance ground transportation for patients between their aircraft and Pensacola hospitals, as well as provides out-of-county ambulance transports in support of its air operations. It also provides BLS non-emergency transports to all of Escambia County.
4. Rocky Mountain Holdings, LLC dba Air Methods Corporation provides ALS air response transportation to the entire area of Escambia County. Air Methods is a support agency to Escambia County Public Safety/EMS and is primarily used for rapid response and transportation of critically ill or injured patients.
5. Sacred Heart Children's Hospital provides ALS response and transportation of critically ill neonatal (newborn infants) and pediatric cases in the entire area of Escambia County.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with Florida Statutes, Chapter 401 and County Ordinance 2009-37.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

COPCN certificates

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EMERGENCY MEDICAL SERVICES  
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, the Atmore Ambulance, Inc. has requested authorization to provide Advanced Life Support services to the citizens of Escambia County; and (Advanced Life or Basic Life Support)

WHEREAS, there has been demonstrated there is a need to provide these essential services to the citizens of this county; and,

WHEREAS, the above named service affirms that it will maintain compliance with the requirements of the Emergency Medical Services Act (Chapter 401, F.S.) and rules (Chapter 10D-66, F.A.C.).

THEREFORE, the Board of County Commissioners of Escambia County hereby issues a Certificate of Public Convenience and Necessity to said Company to provide ALS Transport services with limitations as prescribed on this certificate. (BLS, ALS-transport, non-transport) ALS

In issuing this certificate, the governing body of Escambia County has considered recommendations of affected municipalities.

Date Issued January 1, 2018 Date of Expiration December 31, 2018  
Unless certificate is sooner revoked or suspended)

Limitations: JURISDICTION: Provide Advanced Life Support services to the portions of Escambia County served by the Davisville and Walnut Hill telephone extensions.

ATTEST: Pam Childers  
Clerk of the Circuit Court

Board of County Commissioners  
D.B. Underhill, Chairman

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

BCC Approved: \_\_\_\_\_

EMERGENCY MEDICAL SERVICES  
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, the Atmore Ambulance, Inc. has requested authorization to provide Basic Life Support services to the citizens of Escambia County; and (Advanced Life or Basic Life Support)

WHEREAS, there has been demonstrated there is a need to provide these essential services to the citizens of this county; and,

WHEREAS, the above named service affirms that it will maintain compliance with the requirements of the Emergency Medical Services Act (Chapter 401, F.S.) and rules (Chapter 10D-66, F.A.C.).

THEREFORE, the Board of County Commissioners of Escambia County hereby issues a Certificate of Public Convenience and Necessity to said Company to provide BLS Transport services with limitations as prescribed on this certificate. (BLS, ALS-transport, ALS non-transport)

In issuing this certificate, the governing body of Escambia County has considered recommendations of affected municipalities.

Date Issued January 1, 2018

Date of Expiration December 31, 2018  
Unless certificate is sooner revoked or suspended)

Limitations: Non-emergency transports only.

ATTEST: Pam Childers  
Clerk of the Circuit Court

Board of County Commissioners  
D.B. Underhill, Chairman

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

BCC Approved: \_\_\_\_\_

PUBLIC SAFETY BUREAU  
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, the Escambia County Public Safety Department has requested authorization to provide Advanced Life Support services to the citizens of Escambia County; and (Advanced Life or Basic Life Support)

WHEREAS, there has been demonstrated there is a need to provide these essential services to the citizens of this county; and,

WHEREAS, the above named service affirms that it will maintain compliance with the requirements of the Emergency Medical Services Act (Chapter 401, F.S.) and rules (Chapter 10D-66, F.A.C.).

THEREFORE, the Board of County Commissioners of Escambia County hereby issues a Certificate of Public Convenience and Necessity to said Company to provide ALS Non Transport and ALS Transport services with limitations as prescribed on this certificate. (BLS, ALS-transport, ALS non-transport)

In issuing this certificate, the governing body of Escambia County has considered recommendations of affected municipalities.

Date Issued January 1, 2018

Date of Expiration December 31, 2018  
(Unless certificate is sooner revoked or suspended)

Limitations: JURISDICTION: Entire County

SPECIAL CONDITIONS: To include all ALS and BLS transfers

ATTEST: Pam Childers  
Clerk of the Circuit Court

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

\_\_\_\_\_  
Board of County Commissioners  
D.B. Underhill, Chairman

BCC Approved: \_\_\_\_\_

EMERGENCY MEDICAL SERVICES  
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, Lifeguard Ambulance Service of Florida, LLC. has requested authorization to provide Advanced Life Support services to the citizens of Escambia County; and (Advanced Life or Basic Life Support)

WHEREAS, there has been demonstrated there is a need to provide these essential services to the citizens of this county; and,

WHEREAS, the above named service affirms that it will maintain compliance with the requirements of the Emergency Medical Services Act (Chapter 401, F.S.) and rules (Chapter 10D-66, F.A.C.).

THEREFORE, the Board of County Commissioners of Escambia County hereby issues a Certificate of Public Convenience and Necessity to said Company to provide ALS Transport services with limitations as prescribed on this certificate. (BLS, ALS-transport, ALS non-transport)

In issuing this certificate, the governing body of Escambia County has considered recommendations of affected municipalities.

Date Issued January 1, 2018 Date of Expiration December 31, 2018  
(Unless certificate is sooner revoked or suspended)

Limitations: Provide ambulance ground transportation under this limited Certificate of Public Convenience and Necessity for patients between their aircraft and Pensacola hospitals as well as provide out of county ambulance transports in support of its air operations.

ATTEST: Pam Childers  
Clerk of the Circuit Court

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

\_\_\_\_\_ Board of County Commissioners  
D.B. Underhill, Chairman

BCC Approved: \_\_\_\_\_

EMERGENCY MEDICAL SERVICES  
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, Lifeguard Ambulance Service of Florida, LLC. has requested authorization to provide

Basic Life Support services to the citizens of Escambia County; and  
(Advanced Life or Basic Life Support)

WHEREAS, there has been demonstrated there is a need to provide these essential services to the citizens of this county; and,

WHEREAS, the above named service affirms that it will maintain compliance with the requirements of the Emergency Medical Services Act (Chapter 401, F.S.) and rules (Chapter 10D-66, F.A.C.).

THEREFORE, the Board of County Commissioners of Escambia County hereby issues a Certificate of Public Convenience and Necessity to said Company to provide BLS Transport services with limitations as prescribed on this certificate. (BLS, ALS-transport, ALS non-transport)

In issuing this certificate, the governing body of Escambia County has considered recommendations of affected municipalities.

Date Issued January 1, 2018

Date of Expiration December 31, 2018  
(Unless certificate is sooner revoked or suspended)

Limitations: Non-emergency transports only.

ATTEST: Pam Childers  
Clerk of the Circuit Court

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

\_\_\_\_\_  
Board of County Commissioners  
D.B. Underhill, Chairman

BCC Approved: \_\_\_\_\_

EMERGENCY MEDICAL SERVICES  
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, the Sacred Heart Children's Hospital has requested authorization to provide Advanced Life Support services to the citizens of Escambia County; and (Advanced Life or Basic Life Support)

WHEREAS, there has been demonstrated there is a need to provide these essential services to the citizens of this county; and,

WHEREAS, the above named service affirms that it will maintain compliance with the requirements of the Emergency Medical Services Act (Chapter 401, F.S.) and rules (Chapter 10D-66, F.A.C.).

THEREFORE, the Board of County Commissioners of Escambia County hereby issues a Certificate of Public Convenience and Necessity to said Company to provide ALS Transport services with limitations as prescribed on this certificate. (BLS, ALS-transport, ALS non-transport)

In issuing this certificate, the governing body of Escambia County has considered recommendations of affected municipalities.

Date Issued January 1, 2018

Date of Expiration December 31, 2018  
Unless certificate is sooner revoked or suspended)

Limitations: JURISDICTION: Entire County

SPECIAL CONDITIONS: Neonatal and Pediatric Transport Only

ATTEST: Pam Childers  
Clerk of the Circuit Court

Board of County Commissioners  
D.B Underhill, Chairman

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

BCC Approved: \_\_\_\_\_

EMERGENCY MEDICAL SERVICES  
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

**WHEREAS**, the Rocky Mountain Holdings, LLC, dba Air Methods Corporation has requested authorization to provide Advanced Life Support services to the citizens of Escambia County; and (Advanced Life or Basic Life Support)

**WHEREAS**, there has been demonstrated there is a need to provide these essential services to the citizens of this county; and,

**WHEREAS**, the above named service affirms that it will maintain compliance with the requirements of the Emergency Medical Services Act (Chapter 401, F.S.) and rules (Chapter 10D-66, F.A.C.).

**THEREFORE**, the Board of County Commissioners of Escambia County hereby issues a Certificate of Public Convenience and Necessity to said Company to provide ALS Transport services with limitations as prescribed on this certificate. (ALS, ALS-transport, ALS non-transport)

In issuing this certificate, the governing body of Escambia County has considered recommendations of affected municipalities.

Date Issued January 1, 2018

Date of Expiration December 31, 2018  
Unless certificate is sooner revoked or suspended)

Limitations: JURISDICTION: Entire County SPECIAL CONDITIONS: Will respond to calls when requested by Escambia County Communications Dispatch or Emergency Medical Services on-scene paramedic or as listed in special operating procedures agreed to by Escambia County Emergency Medical Services and Air Methods Corporation.

ATTEST: Pam Childers  
Clerk of the Circuit Court

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

\_\_\_\_\_ Board of County Commissioners  
D.B. Underhill, Chairman

BCC Approved: \_\_\_\_\_



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

AI-12879

County Administrator's Report 10. 7.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 09/21/2017

Issue: Community Redevelopment Agency Meeting Minutes, August 17, 2017

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

---

**RECOMMENDATION:**

Recommendation Concerning Community Redevelopment Agency Meeting Minutes, August 17, 2017- Tonya Gant, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the August 17, 2017, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

**BACKGROUND:**

On September 21, 2017, the CRA meeting was convened to consider approval of multiple agenda items.

**BUDGETARY IMPACT:**

No budgetary impact is anticipated.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Legal consideration is not necessary for this recommendation.

**PERSONNEL:**

Neighborhood & Human Services Department/Community Redevelopment Agency (NHS/CRA) staff compile the minutes for all CRA Board Meetings. No additional personnel is necessary.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

It is policy that all Board Minutes be approved by the CRA Board.

**IMPLEMENTATION/COORDINATION:**

There are no implementation or coordination tasks associated with this recommendation.

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## Attachments

CRAMINUTES AUGUST172017

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**MINUTES  
COMMUNITY REDEVELOPMENT AGENCY  
August 17, 2017  
9:00 a.m.**

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

Present: Lumon May, Commissioner, District 3 - Chairman  
Doug Underhill, Commissioner, District 2  
Grover Robinson, IV, Commissioner, District 4  
Steven Barry, Commissioner, District 5  
Jeff Bergosh, Commissioner, District 1

Staff Present: Jack R. Brown, County Administrator  
Alison Rogers, County Attorney  
Amy Lovoy, Assistant County Administrator  
Tonya Gant, Department Director  
Clara Long, Division Manager  
Melanie Johnson, Administrative Assistant  
Judy Witterstaeter, Agenda Program Coordinator

Call to Order. 9:05 a.m.

**(PLEASE TURN YOUR CELL PHONE TO THE VIBRATE, SILENCE, OR  
OFF SETTING)**

Proof of publication

Escambia County Community Redevelopment Agency (CRA) Meeting was properly advertised in the Pensacola News Journal.

**I. Public Forum**

**II. Technical/Public Service**

1 Recommendation Concerning Community Redevelopment Agency Meeting Minutes, August 17, 2017 Tonya Gant, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the August 17, 2017, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

Motion made by Commissioner, District 5 Steven Barry, Seconded by Commissioner, District 2 Doug Underhill

**Vote:** 5 - 0

**III. Budget/Finance**

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

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements:

A. Approve the following four Residential Rehab Grant Program Funding and Lien Agreements:

1. The Agreements between Escambia County CRA and Christine L. Yerkes, owner of residential property located at 634 Lakewood Road, Barrancas Redevelopment District, each in the amount of \$6,000, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, to install a new roof;
2. The Agreements between Escambia County CRA and Marjory Tandy, owner of residential property located at 308 Ruberia Avenue, Barrancas Redevelopment District, each in the amount of \$2,750, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, to install a new roof;
3. The Agreements between Escambia County CRA and Travelstar Properties, LLC, owner of residential property located at 513 Lakewood Road, Barrancas Redevelopment District, each in the amount of \$2,900, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, to install a new roof;
4. The Agreements between Escambia County CRA and Stephen E. and Brenda J. Ward, owners of residential property located at 110 Vaughn Avenue, Cantonment Redevelopment District, each in the amount of \$2,875, representing an in-kind match through the Cantonment Tax Increment Financing (TIF), Fund 151, Cost Center 370118, to install a new roof; and

B. Authorize the Chairman to sign the Funding and Lien Agreements and any

related documents necessary to implement the Grant awards.

Motion made by Commissioner, District 1 Jeff Bergosh, Seconded by Commissioner, District 5 Steven Barry

**Vote: 5 - 0**

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

That the Board take the following action concerning the cancellation of the Residential Rehab Grant Program Liens:

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

<b>Property Owners</b>	<b>Address</b>	<b>Amount</b>
Evan L., and Sheila J. Feltner	6 Audusson Avenue	\$5,957
David W. Fichter	9 Brandywine Road	\$3,299
David Frentzel	210 West Sunset Avenue	\$4,231
Donna K. Gilmore	636 Lakewood Road	\$3,650
Willie F. and Ulander Palmer	1608 Gary Avenue	\$4,075
Dell A. Reynolds	807 Montclair Road	\$375
Lorraine Walker	870 Limoges Way	\$2,650

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

Motion made by Commissioner, District 1 Jeff Bergosh, Seconded by Commissioner, District 5 Steven Barry

**Vote: 5 - 0**

3 Recommendation Concerning the Cancellation of Commercial Facade, Landscape, and Infrastructure Grant Program Lien - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the cancellation of the Commercial Facade, Landscape, and Infrastructure Grant Program Lien:

A. Approve the following cancellation of the Commercial Facade, Landscape, and Infrastructure Grant Program Lien, as the Grant recipient has met the one-year of compliance with the Commercial Façade, Landscape, and Infrastructure Grant Program:

<b>Property Owner</b>	<b>Address</b>	<b>Amount</b>
RJ Properties of NW Florida, LLC	2901 North "E" Street	\$8,702

B. Authorize the Chairman to execute the Cancellation of Lien document.

Motion made by Commissioner, District 1 Jeff Bergosh, Seconded by  
Commissioner, District 5 Steven Barry

**Vote: 5 - 0**

#### **IV. Discussion/Information Items**

Adjournment.



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

AI-12876

County Administrator's Report 10. 8.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 09/21/2017

Issue: Schedule and Advertise a Public Hearing to Consider Adoption of the Oakfield Redevelopment Trust Fund Ordinance

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

---

**RECOMMENDATION:**

Recommendation Concerning the Scheduling and Advertising of a Public Hearing to Consider Adoption of the Oakfield Redevelopment Trust Fund Ordinance - Tonya Gant, Neighborhood & Human Services Department Director

That the Board ratify the following September 21, 2017, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), authorizing the scheduling and advertising of a Public Hearing for Thursday, November 30, 2017, at 5:32 p.m., for consideration to adopt an Ordinance of Escambia County, Florida creating Volume I, Chapter 46, Article VI, Section 46-293, of the Escambia County Code of Ordinances relating to the establishment and funding for a Redevelopment Trust Fund pursuant to Section 163.387, Florida Statutes, for Oakfield Redevelopment District projects; providing for short title; providing for legislative findings; providing for definitions; providing for establishment of Redevelopment Trust Fund; providing for funding of Redevelopment Trust Fund; providing for disposition of monies upon expiration of the Fiscal Year; providing for independent audit; providing for severability; providing for inclusion in the code; providing for an effective date.

**BACKGROUND:**

On December 11, 2014, the Escambia County Board of County Commissioners adopted a Resolution (R2014-147) creating the Ensley Redevelopment District.

On September 21, 2017, at 9:00 a.m., a CRA meeting was convened to recommend to the Board to schedule and advertise a Public Hearing for Thursday, November 30, 2017, at 5:32 p.m., to consider adoption of an Ordinance to establish the Oakfield Redevelopment Trust Fund. A copy of the Ordinance is attached.

**BUDGETARY IMPACT:**

Funding for the proper advertisement will be provided through the CRA Administration, Fund 151, Cost Center 370110.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Ordinance was reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

**PERSONNEL:**

Neighborhood and Human Services Department/Community Redevelopment Agency (NHS/CRA) staff will handle this process.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Schedule a Public Hearing to adopt an Ordinance is in compliance with the Board guidelines and procedures.

**IMPLEMENTATION/COORDINATION:**

Upon Board adoption of the Ordinance, NHS/CRA staff, in coordination with other County Departments, Chris Jones Property Appraisers, and the various Neighborhood Groups in Oakfield District, will process the necessary documents for the Oakfield Trust Fund for the designated area.

---

**Attachments**

ORD SCH&ADVPH Oakfield Dist Sept2017

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

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA CREATING VOLUME I, CHAPTER 46, ARTICLE VI, SECTION 46-293 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO THE ESTABLISHMENT AND FUNDING FOR A REDEVELOPMENT TRUST FUND PURSUANT TO SECTION 163.387, FLORIDA STATUTES, FOR OAKFIELD REDEVELOPMENT DISTRICT PROJECTS; PROVIDING FOR SHORT TITLE; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR DEFINITIONS; PROVIDING FOR ESTABLISHMENT OF REDEVELOPMENT TRUST FUND; PROVIDING FOR FUNDING OF REDEVELOPMENT TRUST FUND; PROVIDING FOR DISPOSITION OF MONIES UPON EXPIRATION OF THE FISCAL YEAR; PROVIDING FOR INDEPENDENT AUDIT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, it is the intent of the Board of County Commissioners to promote, protect, and improve the health, safety, and welfare of the citizens of Escambia County; and

**WHEREAS**, on March 7, 1995, the Board of County Commissioners by Resolution determined there existed the need for a Community Redevelopment Agency in Escambia County to carry out the community redevelopment purposes set out in Part III of Chapter 163, Florida Statutes, "The Community Redevelopment Act of 1969"; and

**WHEREAS**, on December 11, 2014, the Board of County Commissioners adopted the Oakfield Resolution of Findings (R2014-147) of slum and blight and a shortage of affordable housing for low and moderate income households in the Oakfield community; and

**WHEREAS**, the Board of County Commissioners hereby finds that a Redevelopment Trust Fund for the Oakfield Redevelopment Area, as provided in this Ordinance, is now necessitated to ensure the continued protection of the health, safety, and welfare of the citizens of the County through the Community Redevelopment Act.

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

**Section 1.** Chapter 46, Article VI, Section 46-293 of the Code of Ordinances of Escambia County, Florida is hereby created to read as follows:

**Sec. 46-293. The Oakfield Redevelopment Trust Fund Ordinance.**

(1) **Title.** This section shall be known as the "*The Oakfield Redevelopment Trust Fund Ordinance*," and may be cited as such, and will be referred to herein as "this section."

(2) **Legislative Findings:**

- a. On March 7, 1995, September 4, 1997, and September 19, 2002, the Board of County Commissioners of Escambia County (hereinafter called the "Board") adopted resolutions by which it found and declared: i) that five blighted areas existed in Escambia County; ii) that the rehabilitation, conservation or redevelopment, or a combination thereof, of said blighted areas were necessary in the interest of the

public health, safety, morals and welfare of the residents of Escambia County to eliminate, remedy and prevent conditions of slums and blights; iii) that said blighted areas were appropriate for community redevelopment projects; and iv) that there existed the need for a Community Redevelopment Agency to function in Escambia County to carry out the community redevelopment purposes pursuant to part III of Ch. 163, Florida Statutes, "The Community Redevelopment Act of 1969" or (hereinafter called "the Act"), as amended. These resolutions designated the blighted areas as community redevelopment areas.

- b. On March 7, 1995, the Board adopted Ordinance No. 95-6 by which it declared its membership to comprise the Community Redevelopment Agency of Escambia County and vested in such agency all rights, powers, duties, privileges and immunities authorized by the Act.
- c. The Board finds that the findings, determinations, declarations, and actions set forth in Resolution R2014-147 and Ordinance 2017-\_\_\_\_ are supported by competent and substantial evidence and that said findings determinations, declarations, and actions are valid as it relates to the purpose of this Ordinance. The boundaries of the area are described as follows:

Begin at the intersection of the North right-of-way line of Brent Lane (R/W varies) and the East right-of-way line of North Palafox Highway (R/W varies); thence run North along said East right-of-way line for 920 feet, more or less, to a point that is perpendicular to the most Southerly corner of that parcel of land recorded in Official Records Book 6362 at page 573 of the public records of Escambia County, Florida; thence run West for 115 feet, more or less, to said most Southerly corner of said parcel and the East right-of-way line of Pensacola Boulevard (125' R/W); thence run Northerly along the East right-of-way line of said Pensacola Boulevard (125' R/W) to the East right-of-way line of Interstate 10 Ramp (R/W varies); thence run Northeasterly along said Interstate 10 Ramp (R/W varies) right-of-way line to the South right-of-way line of Interstate 10 (R/W varies); thence run East along said South right-of-way line of Interstate 10 (R/W varies) and continue South along the West right-of-way line of Interstate 110 (R/W varies) to the aforesaid North right-of-way line of Brent Lane (R/W varies); thence run West along said North right-of-way line to the Point of Beginning.

- d. In addition, the Board makes the following finding:  
Each governmental taxing authority, which levies ad valorem taxes on taxable real property contained within the boundaries of the Oakfield Redevelopment District, was furnished notice of the proposed Ordinance at least fifteen (15) days prior to the date on which this matter is to be considered, as required by §163.346, Florida Statutes, as amended.

**(3) Definitions.** Unless the context clearly requires otherwise, any terms contained in this Ordinance shall have the same meaning set forth in Part III, Chapter 163, Florida Statutes, as amended.

**(4) Establishment of Redevelopment Trust Fund.** For the duration of the Oakfield Redevelopment Plan, such plan shall be funded by the *Oakfield Redevelopment Trust Fund*. Pursuant to §163.387, Florida Statutes, there is hereby established a Redevelopment Trust Fund for the Community Redevelopment Agency of Escambia

County. Funds allocated to and deposited in this Fund shall be used to finance or to refinance community redevelopment projects undertaken in the Oakfield Redevelopment District and when directly related to the financing or refinancing of such a community redevelopment project, also may be expended for any other purpose authorized by §163.387, Florida Statutes, as amended, including:

- a. Administrative and overhead expenses necessary or incidental to the preparation and implementation of a community redevelopment plan adopted by the Community Redevelopment Agency;
- b. Expenses of redevelopment planning, surveys, and financial analysis, including the reimbursement of the Board or the Community Redevelopment Agency for such expenses incurred before the redevelopment plans was approved and adopted;
- c. The acquisition of real property in the Oakfield Redevelopment District;
- d. Property clearance and preparation of the Oakfield Redevelopment District for redevelopment and for relocation of site occupants as provided for §163.370, Florida Statutes, as amended;
- e. Repayment of principal and interest or any redemption premium for loans, advances, bonds, bond anticipation notes, and other forms of indebtedness;
- f. All expenses incidental to or connected with the issuance, sale, redemption, retirement, or purchase of agency bonds, bond anticipation notes, or other form of indebtedness; including funding of any reserve, redemption, or other fund or account provided for in the Ordinance or Resolution authorizing such bonds, notes, or other form of indebtedness; and
- g. Development of affordable housing in the area.

**(5) Funding of Redevelopment Trust Fund.**

- a. For the duration of any community redevelopment project undertaken in the Oakfield Redevelopment District pursuant to its redevelopment plan, the annual funding of the Redevelopment Trust Fund established by Section 4 shall be in an amount not less than the increment in the income, proceeds, revenues, and funds of each taxing authority, derived from or held in connection with the undertaking and the carrying out of community redevelopment under the Community Redevelopment Act. Such increment shall be determined annually and shall be that amount equal to **75%** of the difference between:
  1. The amount of ad valorem taxes levied each year by each taxing authority, exclusive of any amount from any debt service millage, on taxable real property contained within the geographic boundaries of the Oakfield Redevelopment Area; and
  2. The amount of ad valorem taxes, which would have been produced by the rate upon which the tax is levied each year by or for each taxing authority, exclusive of any debt service millage, upon the total of the assessed value of

the taxable real property in the Oakfield Redevelopment Area is shown upon the most recent assessment roll used in connection with the taxation of such property by each taxing authority prior to the effective date of the ordinance providing for the funding of the trust fund.

- b. Pursuant to §163.387(2), Florida Statutes, as amended, commencing upon the effective date of this ordinance and for the duration of any community redevelopment project undertaken pursuant to the Community Redevelopment Act, each taxing authority shall annually appropriate and shall pay on or before January 1 to the Redevelopment Trust Fund a sum that is not less than the increment of ad valorem tax revenues as defined and as determined above. Failure of said taxing authorities to do so shall subject the taxing authorities to the penalty provision set forth in §163.387, Florida Statutes, as amended.
  - c. The obligation of the Board to fund the Redevelopment Trust Fund annually shall continue until all loans, advances, and indebtedness, if any, and any interest thereon of the Community Redevelopment Agency incurred as a result of a community redevelopment project, has been paid, but only to the extent that the tax increment described in this section accrues. The Board covenants that so long as its obligation to fund the Redevelopment Trust Fund continues pursuant to §163.387, Florida Statutes, as amended, it shall take all necessary action to enforce the performance of the obligation of each taxing authority to make the annual appropriations required by aforementioned paragraphs. However, the obligation of the Board to fund the Redevelopment Trust Fund shall not be construed to make Escambia County a guarantor of the obligations of other taxing authorities under this ordinance or the Community Redevelopment Act; nor shall it be construed to require the exercise of the taxing power of Escambia County or the payment to the Redevelopment Trust Fund from any other funds of Escambia County except for the incremental revenue provided in the aforementioned paragraphs.
  - d. The Redevelopment Trust Fund shall be maintained and shall be administered as a separate account and unexpended monies deposited therein shall be dispensed as authorized by law.
- (6) Disposition of Monies Upon Expiration of the Fiscal Year.** Any money, which remains in the Redevelopment Trust Fund after the payment of expenses on the last day of the fiscal year of the fund, shall be appropriated for a redevelopment project pursuant to an approved community redevelopment plan which project will be completed within three (3) years from the date of such appropriation in accordance with §163.387(7), Florida Statutes, as amended.
- (7) Annual Audit.** The Community Redevelopment Agency shall provide for an independent financial audit of the Redevelopment Trust Fund each fiscal year and a report of such audit. Such report shall describe the amount of and source of deposits into, and the amount of and purpose of withdrawals from the trust fund during such fiscal year and the amount of principal and interest paid during such year on any indebtedness to which is pledged increment revenues and the remaining amount of any such indebtedness. Thereafter, the agency shall provide a copy of the report to each taxing authority.

**Section 2. Severability.** If any section, subsection, clause, sentence or phrase of this ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, then such holding shall in no way affect the validity of the remaining portions of the ordinance.

**Section 3. Inclusion in the Code.** It is the intention of the Board that the provisions of this ordinance shall become and be made a part of the Escambia County Code of Ordinances and that such sections of this ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

**Section 4. Effective Date.** This Ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

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

ATTEST: PAM CHILDERS  
Clerk to the Circuit Court

Approved as to form and legal  
sufficiency.

By/Title: J. Dupont  
Date: 8/30/17

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

(Seal)

Enacted:  
Filed with Department of State:  
Effective:



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

AI-12878

County Administrator's Report 10. 9.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 09/21/2017

Issue: Schedule and Advertise a Public Hearing to Consider Adoption of the Oakfield Redevelopment Plan

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

---

**RECOMMENDATION:**

Recommendation Concerning the Scheduling and Advertising of a Public Hearing to Consider Adoption of the Oakfield Redevelopment Plan - Tonya Gant, Neighborhood & Human Services Department Director

That the Board ratify the following September 21, 2017, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), authorizing the scheduling and advertising of a Public Hearing for Thursday, November 30, 2017, at 5:31 p.m., for consideration to adopt of the Oakfield Redevelopment Plan, as requested by the Community Redevelopment Agency.

**BACKGROUND:**

On December 11, 2014, the Escambia County Board of County Commissioners adopted a Resolution (R2014-147) creating the Oakfield Redevelopment District.

On September 21, 2017 at 9:00 a.m., a CRA meeting was convened to recommend to the Board to schedule and advertise a Public Hearing for November 30, 2017, at 5:31 p.m., to consider adoption of the Oakfield Redevelopment Plan. A copy of the Plan is attached.

**BUDGETARY IMPACT:**

Funding for the proper advertisement will be provided through the CRA Administration, Fund 151, Cost Center 370110.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

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

**PERSONNEL:**

No additional personnel is necessary to carry out this process.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Schedule a Public Hearing to consider adoption of the Oakfield Redevelopment Plan is in compliance with the Board guidelines and procedures.

**IMPLEMENTATION/COORDINATION:**

The CRA solicited input from residents and business owners in the Ensley area by conducting a series of four monthly public community meetings in November 2016 - April 2017. Upon adoption by the BCC, the CRA will continue to work with these residents, neighborhood associations, and area businesses to implement the plan.

---

**Attachments**

Oakfield Redev Plan Sept2017

Legal signoff Oakfield Plan

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OAKFIELD ACRES PARK-GETTYSBURG DRIVE: GOOGLE MAPS

# OAKFIELD REDEVELOPMENT PLAN

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

Adopted by the Board of Escambia County  
Commissioners: {Month, Year}

**DRAFT**

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# CHAPTER 1: OVERVIEW

## PLAN CONTENT AND ORGANIZATION

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

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

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

On December 11, 2014, the Escambia County Board of County Commissioners designated a portion of the Oakfield Community as a redevelopment district. It was found that the designated district was a blighted area with a shortage of affordable houses for low and moderate income households. This designation was necessary in the interest of the public health, safety, morals and welfare of the residents to eliminate the present condition of blight in area. This Redevelopment Plan, developed with broad community involvement, supports the future redevelopment of the CRA Oakfield Redevelopment District and is written in compliance with F. S. Part III, Chapter 163.

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

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

## CHAPTER 2: INVENTORY & ANALYSIS

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

## CHAPTER 3: CONCEPT PLAN

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

## CHAPTER 4: CAPITAL IMPROVEMENTS

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

## CHAPTER 5: PROJECT IMPLEMENTATION

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

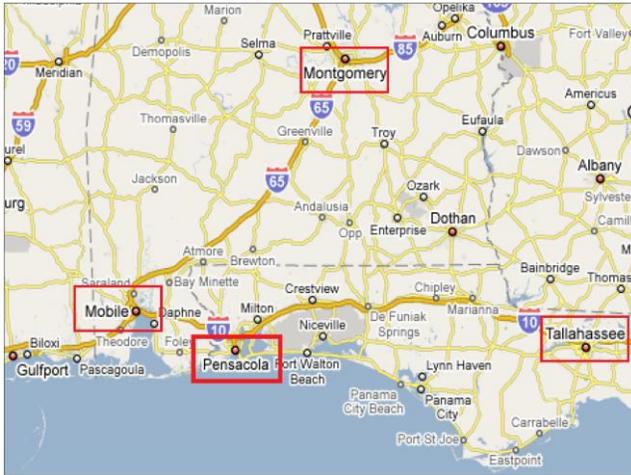
## APPENDICES

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

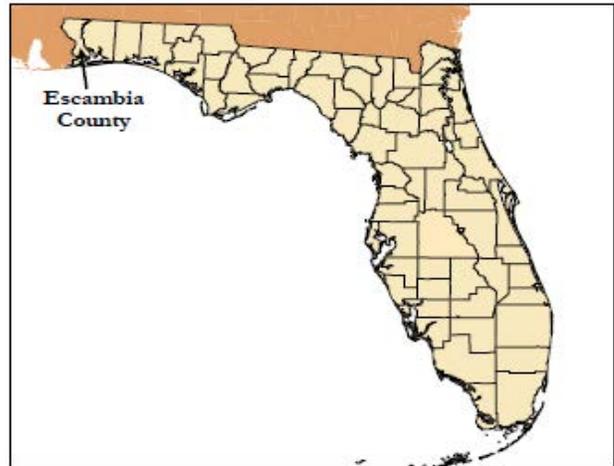
## INTRODUCTION & GEOGRAPHIC CONTEXT

Initiated in 2014, Escambia County's Oakfield Redevelopment Strategy was a result of efforts to strengthen the center core region in Escambia County and continue the challenge to rehabilitate blighted neighborhoods. The CRA Oakfield District is centrally located 3.5 miles northwest of the heart of downtown Pensacola (Fig. 1.1). The City of Pensacola, which is now over 450 years old, around which Escambia County was developed, houses the location of a large U.S. naval air station, and is a designated tourist destination for residents of Louisiana, Alabama, and Mississippi. The CRA Oakfield Redevelopment District, where Old Palafox Street is located, provides a major and historic north-south artery to the heart of downtown Pensacola.

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



**Figure 1.1: Pensacola regional context, GOOGLE MAPS**



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

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

## REDEVELOPMENT AREA BOUNDARY

The CRA Oakfield Redevelopment District (Fig. 1.3) is bounded by 1-10 on the north, 1-110 on the east, Brent Lane on the south and Pensacola Blvd. (State Highway 29) on the west. The total area comprises 2,168.91 acres and has more than 18 recognized neighborhoods.

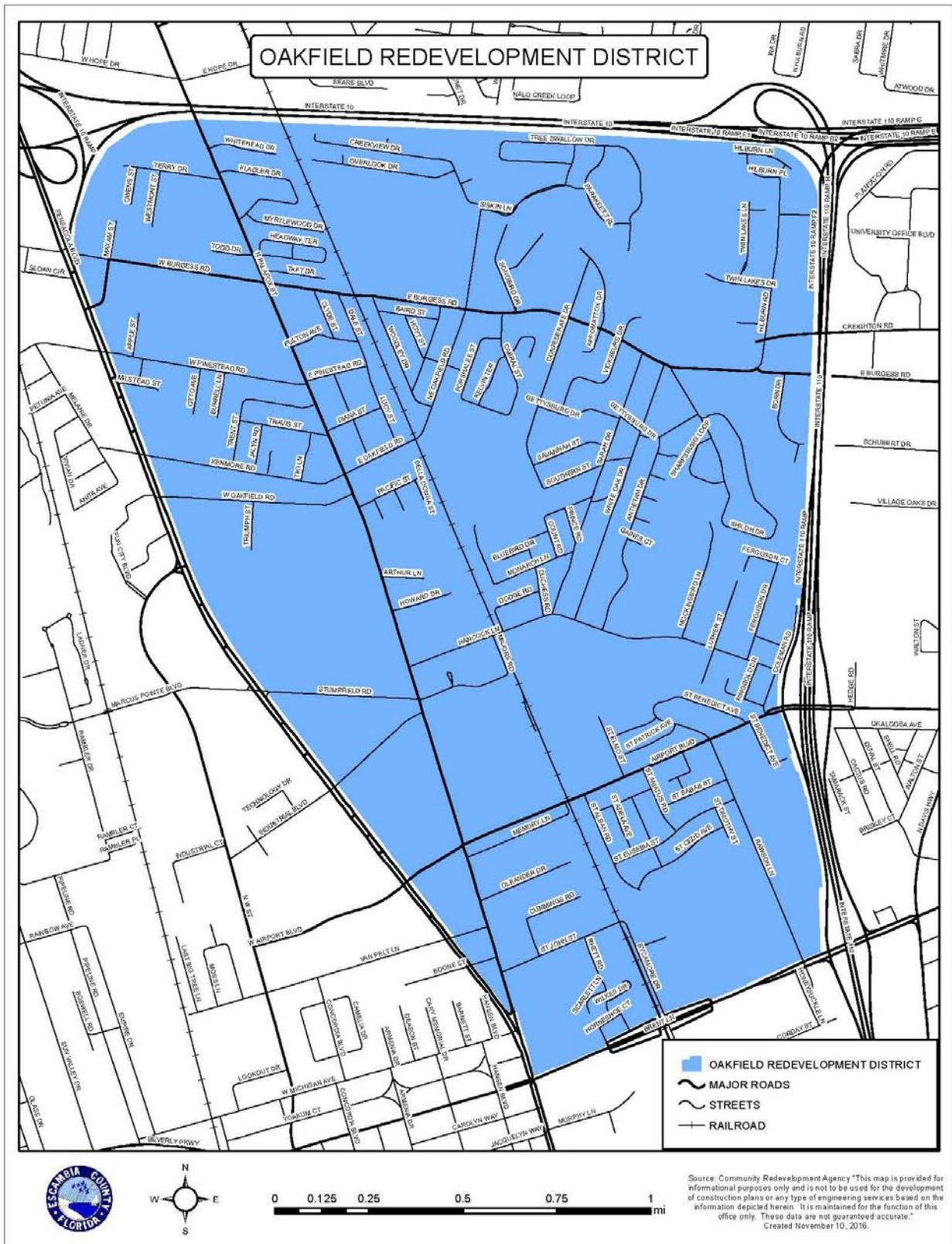


Fig. 1.3: OAKFIELD REDEVELOPMENT DISTRICT, ESCAMBIA COUNTY GIS

As one of Escambia County's nine Community Redevelopment Areas, the CRA Oakfield Redevelopment District is located north east of the CRA Palafox District, south of the CRA Ensley District, south west of the CRA Atwood District and is approximately 7.6 miles south of the CRA Cantonment District (Fig. 1.4). The Oakfield CRA District was once a central hub of Pensacola from the 1960's to the 1980's and continues to be utilized by many commuters.

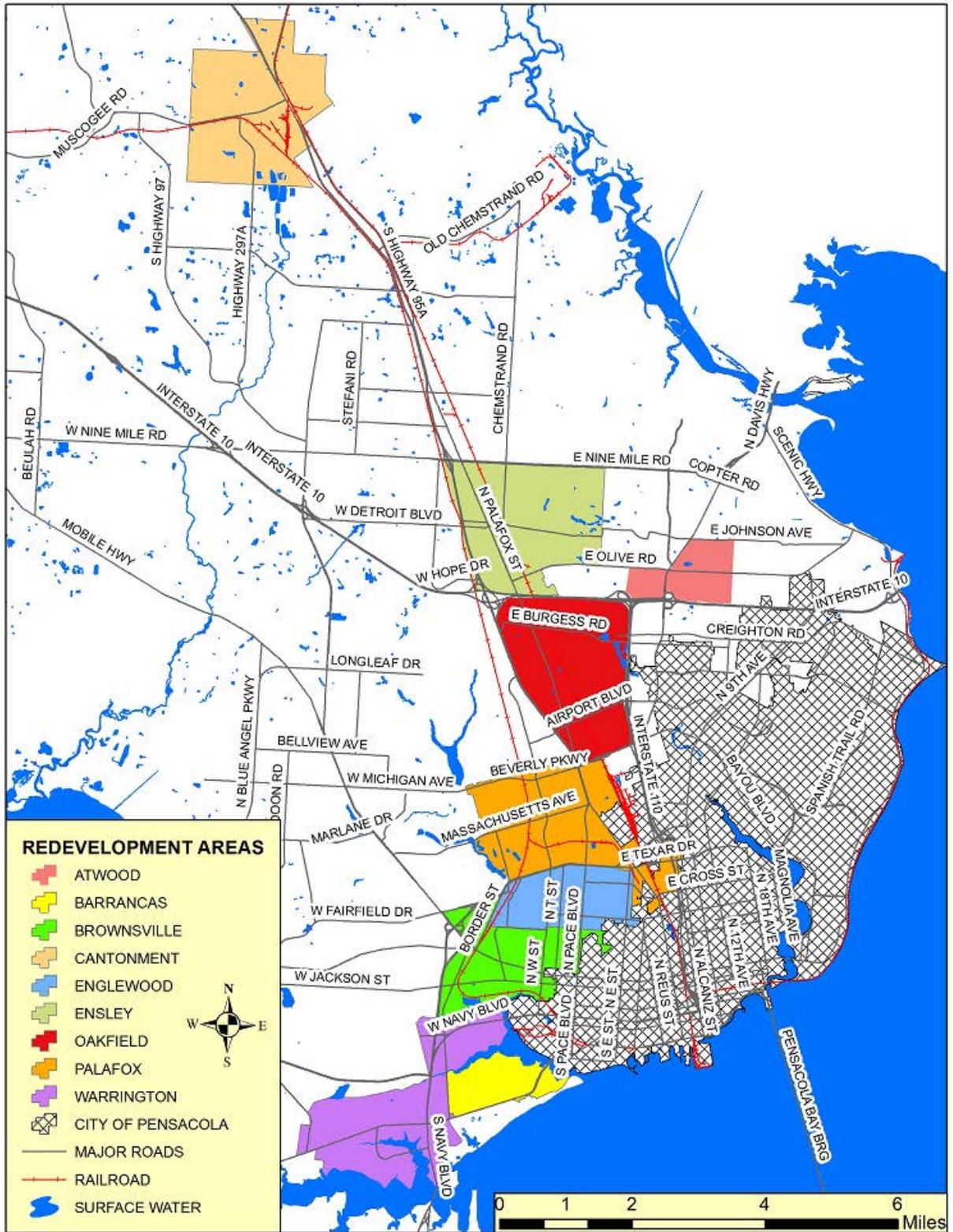


Fig. 1.4: ESCAMBIA COUNTY'S NINE REDEVELOPMENT AREAS, ESCAMBIA COUNTY GIS

## CHAPTER 2: INVENTORY AND ANALYSIS

### EXISTING LAND USE

The CRA Oakfield District is composed of 2,861 parcels across 1,974 acres, excluding roads and rights-of-way. Five primary land uses are represented: **Residential** (comprising approximately 40% of total land use), **Commercial** (approximately 15%), **Vacant** (approximately 19%), **Industrial** (approximately 6%), and **Institutional** (approximately 12%). **Other land uses**, such as: parks, public properties and utilities comprise the remaining approximately 10% of land uses identified in the Redevelopment Area. A more detailed description of these land uses follows below.

Land Use Type	Acreage	%
Residential	785.44	39.78%
Single-Family Detached	680.62	34.48%
Single-Family Attached	11.88	0.60%
Multi-Family Residential	44.41	2.25%
Mobile Home Park	13.12	0.66%
Mobile Home	35.41	1.79%
Commercial	289.86	14.68%
Industrial	114.38	5.79%
Institutional	234.11	11.86%
Parks	11.65	0.59%
Public	152.71	7.74%
Utilities	21.70	1.10%
Vacant/Undeveloped	364.29	18.45%
<b>Total</b>	<b>1,974.14</b>	<b>100%</b>

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

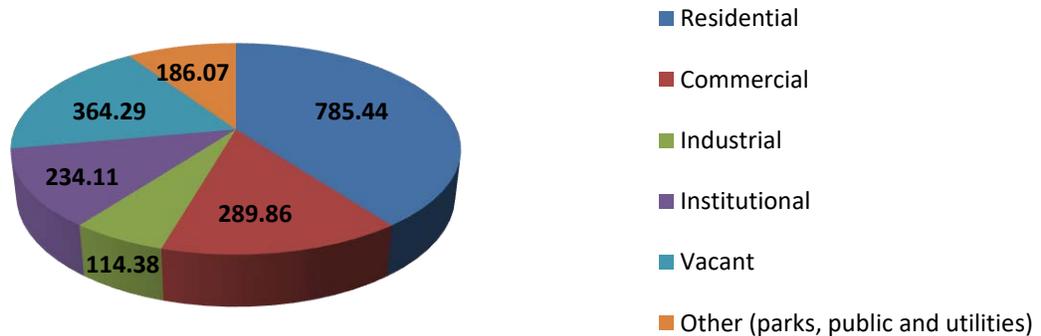


FIGURE 2.1: DISTRIBUTION OF EXISTING LAND USES BY ACREAGE AS A PERCENT OF TOTAL ACRES. ESCAMBIA COUNTY GIS

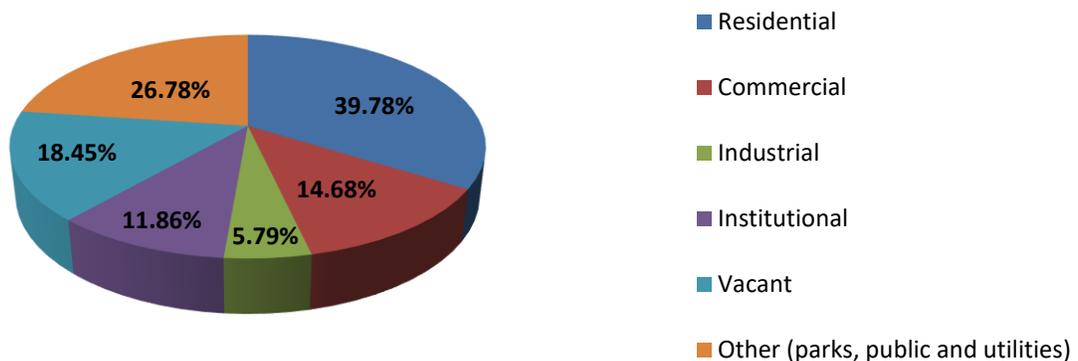


FIGURE 2.2: DISTRIBUTION OF EXISTING LAND USES BY PARCEL COUNT AS A PERCENT OF TOTAL PARCELS. ESCAMBIA COUNTY GIS

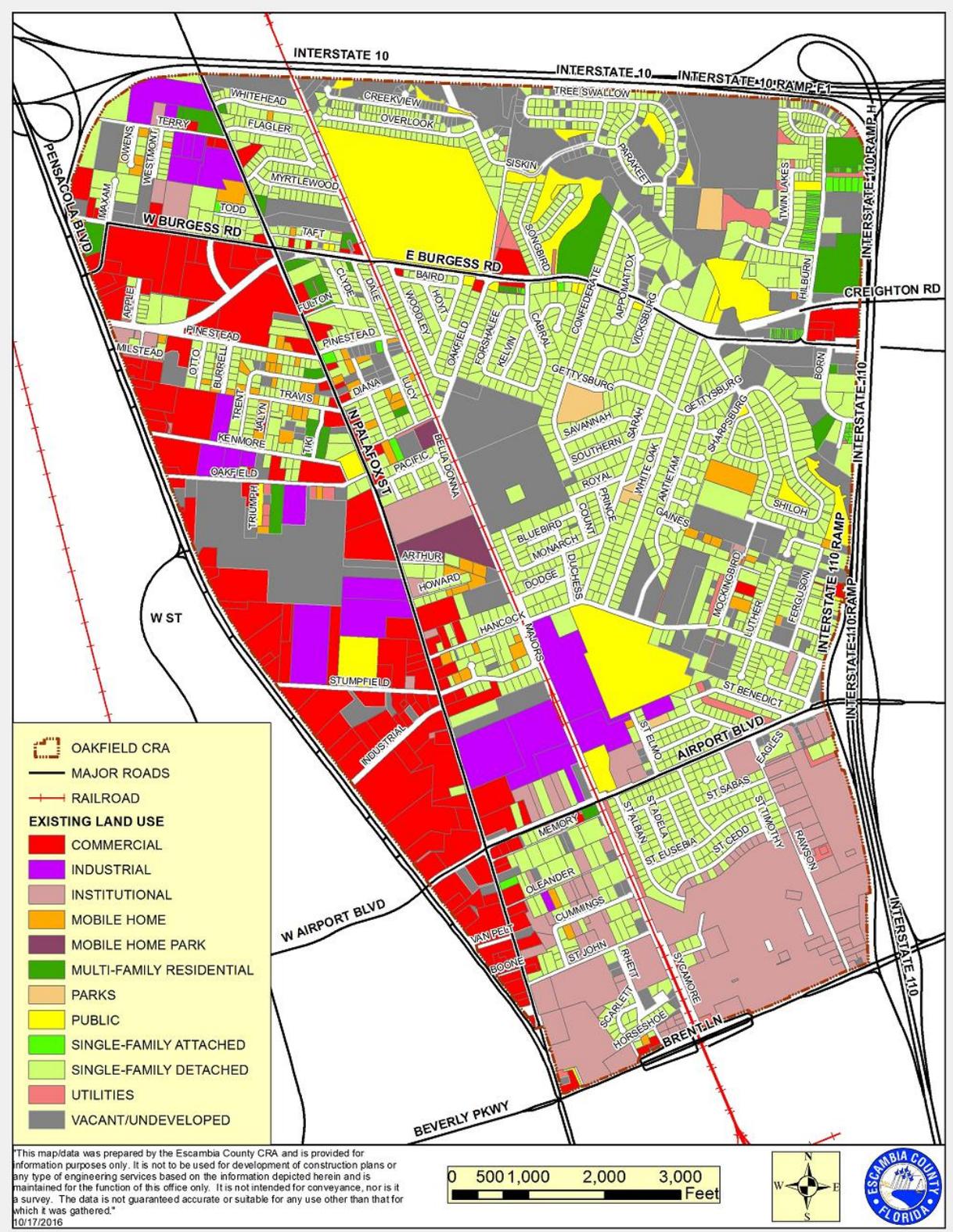


FIGURE 2.3: EXISTING LAND USE IN THE OAKFIELD REDEVELOPMENT DISTRICT, ESCAMBIA COUNTY GIS

## RESIDENTIAL

Of the 785.44 acres of residential land; single-family homes (attached and detached), account for 693 acres, or 71.59% of the total residential acreage of the CRA Oakfield Redevelopment District. Single-family residential uses account for a total of 2,048 parcels, or 72% of the total number of parcels in the District. This is by far the most dominant land-use type. The second largest land use is Vacant/Undeveloped, comprising of 290 acres, or 10% of the District. The third largest land use in the CRA Oakfield District is Commercial property. Even though there are 173 Commercial lots, those lots account for only 6% of the existing land use.

At a much small fraction of residential land use are the other residential types – multi-family (44.41 acres over 45 parcels), mobile homes (35.41 acres over 2 parcels) and mobile home parks (13.12 acres over 78 parcels). Their combined share of acreage is 4.37% of the residential acreage of the District.



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

## VACANT USES

As a testament to the redevelopment potential of the area, the CRA Oakfield Redevelopment District's second largest land-use category is vacant or undeveloped land. Approximately 10.14% of the district consists of 364.29 acres across 290 parcels that are vacant/undeveloped.

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

There are several large undeveloped parcels in the CRA Oakfield Redevelopment District. These areas consist of approximately 10% of land use and are presently heavily wooded and many are listed “For Sale”. There are no known future development plans for these sites.



VACANT PROPERTIES, OAKFIELD REDEVELOPMENT DISTRICT, PHOTO: GOOGLE MAPS

### COMMERCIAL

The third largest land use contingent occupies 289.86 acres, or 6.05% of the total CRA Oakfield Redevelopment District's acreage, covering 173 parcels. These uses are located primarily along the commercially-oriented Pensacola Boulevard (Highway 29), North Palafox Street, Brent Lane and Airport Boulevard. Smaller concentrations of commercial uses are also found along West Burgess Street. Oakfield's geographic location, nearly in the center of Escambia County, serves the suburban clientele of those who work and reside in and around the Oakfield community.

The CRA Oakfield District's major commercial corridors, as mentioned above, continue to need revitalization and upgrades. In the district, many of the commercial uses are generally left vacant or in dilapidated conditions. Commercial zoning pattern appears to coincide with the current uses. As part of the initial redevelopment efforts for this community, an Overlay District could be created to further offer building guidelines and restrictions.

Pensacola Boulevard offers Oakfield residents multiple retail choices and is a major commercial corridor in the Oakfield community. There are several types of commercial developments including auto dealerships, restaurants, small businesses and fast food choices. Also, located within the CRA Oakfield Redevelopment District is Pensacola's first indoor shooting range.



COMMERCIAL USES ALONG PENSACOLA BLVD. (HIGHWAY 29), PHOTO: GOOGLE MAPS

## PARKS, PUBLIC USES AND UTILITIES

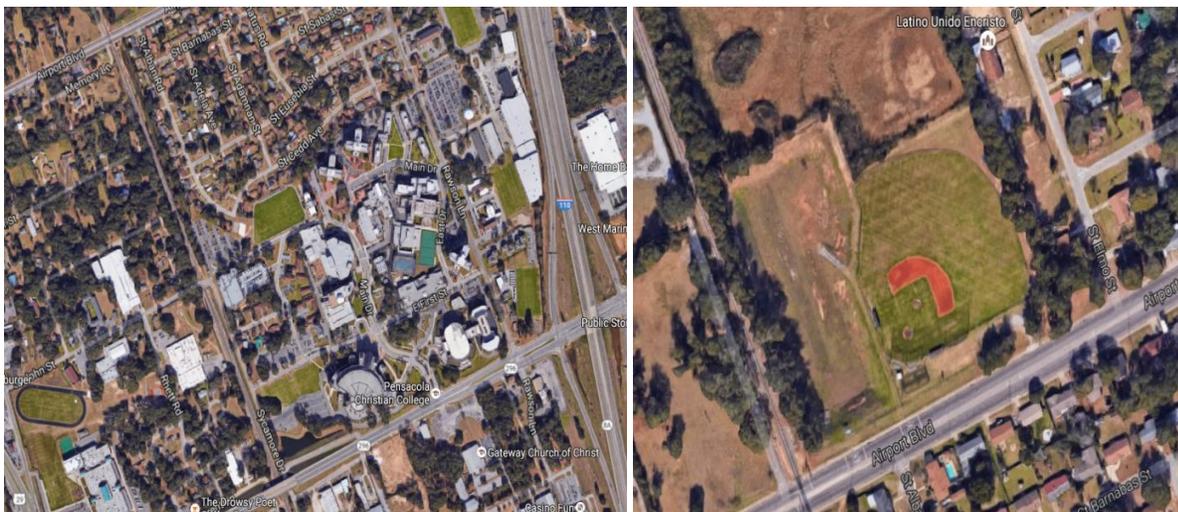
Public uses in the CRA Oakfield Redevelopment District, as categorized by Escambia County GIS, include a wide variety of uses for the public benefit such as a public park, schools, storm water detention areas, and government buildings. These land uses consist of approximately 2.87% of existing land in the district. There are two public schools currently located within the district, (Woodham Middle School and Brown-Barge Middle School) and three private Christian Schools, (Pensacola Christian College/Academy and Sunshine Christian Private School).

Prior to the beginning of school year in August of 2018, the Escambia County School District will rezone Woodham Middle School students to other schools. West Florida High School will move into the former Woodham Middle School. Brown-Barge Middle School will move to the former West Florida High School site.

Oakfield Acres Park is currently the only utilized public park located within CRA Oakfield Redevelopment District. Oakfield Acres Park is located at 6124 Confederate Drive and is a 1-acre park with amenities such as playground equipment, a Gazebo, picnic tables and plenty of open space for other activities. Pensacola Christian College and Academy has several private baseball parks, walking tracks and open green spaces as indicated below.



**PARK AND PUBLIC FACILITIES, CRA OAKFIELD DISTRICT, GOOGLE MAPS**



**GREEN SPACES AT PENSACOLA CHRISTIAN COLLEGE AND ACADEMY, GOOGLE MAPS**

## INSTITUTIONAL

Institutional uses in the CRA Oakfield Redevelopment District occupy 234 acres, which is 12% of the land. This land use category has a total of 117 parcels, which represents 4.09% of total parcels of the district. Institutional uses are generally churches or church-owned properties. However, the Escambia Education Association is located within the CRA Oakfield Redevelopment District and serves many local organizations and assists local teacher organizations and groups.



ESCAMBIA EDUCATION ASSOCIATION, PHOTO: GOOGLE MAPS



INSTITUTIONAL USES, CRA OAKFIELD DISTRICT, PHOTO: GOOGLE MAPS

## INDUSTRIAL

Industrial uses make up a small portion, 5.79% of the CRA Oakfield Redevelopment District. Nearly all the industrial land uses are located off of North Palafox Street and Pensacola Boulevard (Highway 29).



INDUSTRIAL PROPERTIES, CRA OAKFIELD DISTRICT, PHOTO: GOOGLE MAPS

### FUTURE LAND USE & COMPREHENSIVE PLAN

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

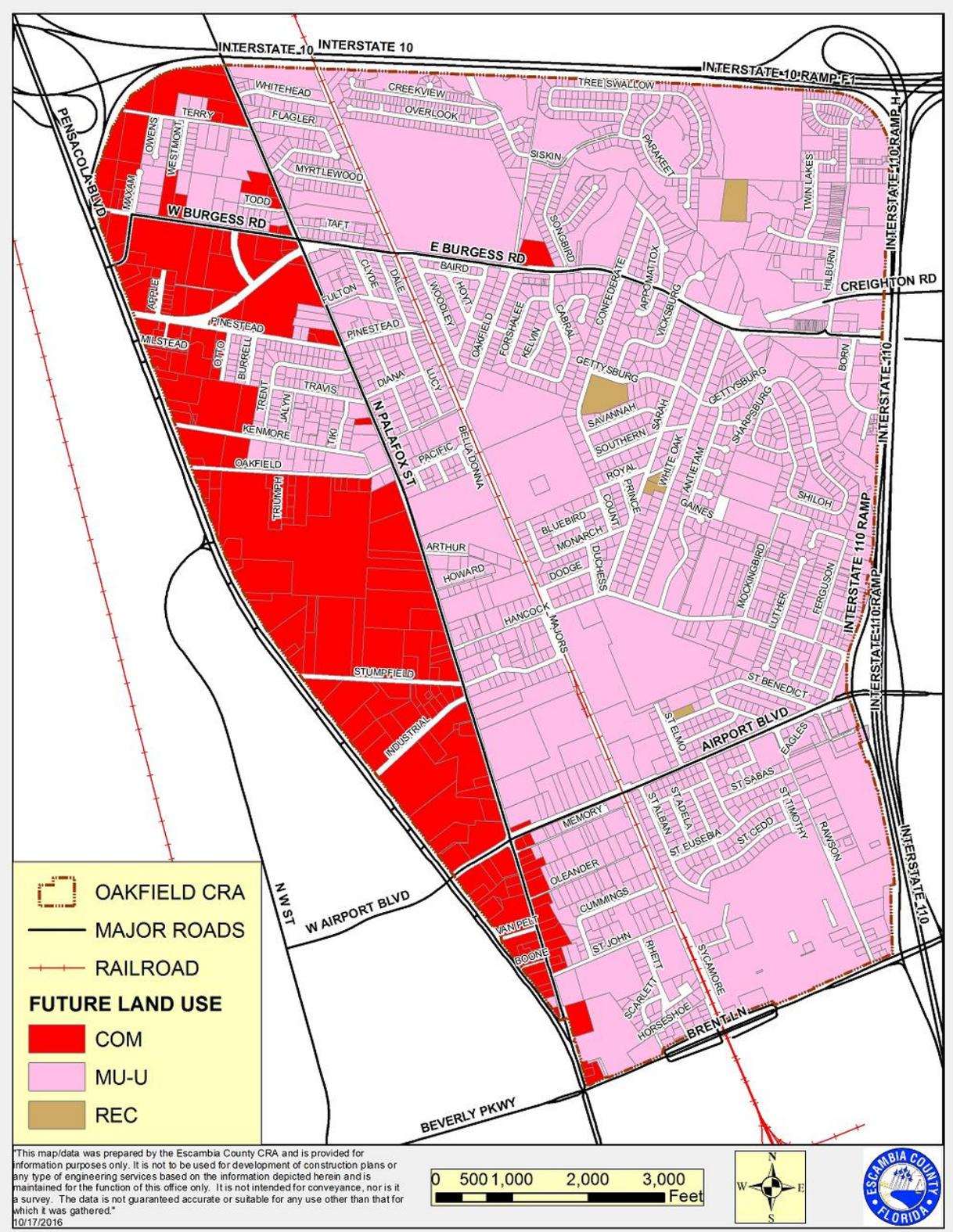


Figure 2.4: FUTURE LAND USE IN THE CRA OAKFIELD REDEVELOPMENT AREA, Escambia County GIS

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

## Chapter 7: Future Land Use Element

### GOAL FLU 1 FUTURE DEVELOPMENT PATTERN

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

#### OBJECTIVE FLU 1.1 Growth Strategies

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

#### OBJECTIVE FLU 1.3 Future Land Use Map Designations

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

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

##### 1. FLUM Mixed-Use Urban (MU-U)

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

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

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

##### 2. FLUM Commercial (C)

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

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

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

##### 3. FLUM Industrial (I)

General Description: Intended for a mix of industrial development and ancillary office and commercial uses that are deemed to be compatible with adjacent or nearby properties. Industrial areas shall facilitate continued industrial operations within the County and provide jobs and employment security for present and future residents.

Range of Allowable Uses: Light to Intensive Industrial, ancillary retail and office. No new residential development is allowed.

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

#### 4. FLUM Recreation (REC)

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

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

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

#### 5. FLUM Public (P)

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

Range of Allowable Uses: Public Parks, local, regional, State or Federal facilities, public structures or lands, and quasi-public Facilities providing public services.

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

### OBJECTIVE FLU 1.4 Protect Existing Communities

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

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

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

### OBJECTIVE FLU 1.5 Sustainable Development

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

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

POLICY FLU 1.5.2 Compact Development and Maximum Densities and Intensities. To ensure developments are designed to be compact and to accommodate travel mode choice-especially for short,

local trips-the County will require minimum densities in the MU-S Future Land Use category and encourage the maximum densities and intensities in the MU-U Future Land Use category.

#### GOAL FLU 2 DEVELOPMENT AND PUBLIC SERVICES

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

#### OBJECTIVE FLU 2.1 Urban Development

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

POLICY FLU 2.1.1 Infrastructure Capacities. Urban uses will be concentrated in the urbanized areas with the most intense development permitted in the Mixed-Use Urban (MU-U) areas and areas with sufficient central water and sewer system capacity to accommodate higher density development. Land use densities may be increased through Comprehensive Plan amendments. This policy is intended to direct higher density urban uses to those areas with infrastructure capacities sufficient to meet demands and to those areas with capacities more than current or projected demand. Septic systems remain allowed through Florida Health Department permits where central sewer is not available.

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

#### OBJECTIVE FLU 2.3 Infill Development

Encourage infill development in appropriate urbanized areas where infrastructure is sufficient to meet demands, such as in MU-U and MU-S.

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

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

#### OBJECTIVE FLU 2.4 Community Redevelopment

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

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

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

### **Chapter 8: Mobility Element**

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

#### GOAL MOB 1 TRANSPORTATION

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

#### OBJECTIVE MOB 1.1 Transportation System

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

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

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

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

#### OBJECTIVE MOB 1.2 Transportation and Land Use

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

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

### **GOAL MOB 2 TRANSIT**

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

#### OBJECTIVE MOB 2.2 Mass Transit and Growth Patterns

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

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

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

### **Chapter 9: Housing Element**

The purpose of the Housing Element is to provide guidance for the development of safe, sanitary and affordable housing for all residents of Escambia County. In particular, the goals, objectives and policies

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

#### GOAL HOU 1 Provision of Housing

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

#### OBJECTIVE HOU 1.1 Housing Delivery Process

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

POLICY HOU 1.1.1 Residential Areas. The Escambia County FLUM and Zoning maps will identify areas suitable for residential development and/or redevelopment.

#### OBJECTIVE HOU 1.2 Affordable Housing

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

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

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

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

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

#### OBJECTIVE HOU 1.4 Existing Neighborhoods and Redevelopment

Protect the character of existing residential neighborhoods, provide opportunities for redevelopment, and infill development and reduce the number of substandard housing units through the continued implementation of structural and aesthetic improvement programs such as but not limited to: preservation and infill, regulation enforcement, construction inspection, improvement aid, unsafe building abatement, substandard home removal, infrastructure improvement, and rental units and housing stock conservation/rehabilitation.

#### OBJECTIVE HOU 1.5 Relocation Assistance

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

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

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

#### OBJECTIVE HOU 1.6 Housing Programs

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

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

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

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

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

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

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

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

### **Chapter 10: Infrastructure Element**

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

#### **GOAL INF 1 WASTEWATER**

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

#### **OBJECTIVE INF 1.1 Provision of Wastewater Service**

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

POLICY INF 1.1.1 Service Agreements. Wastewater service will be provided at established levels of service within Escambia County consistent with the Interlocal Agreements between the County and the ECUA, the

Escambia County Utilities Authority Act, Chapter 2001-324, Laws of Florida, and agreements with other wastewater providers.

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

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

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

### GOAL INF 3 STORMWATER MANAGEMENT

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

#### OBJECTIVE INF 3.1 Provision of Stormwater Management

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

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

### **Chapter 13 Recreation and Open Space Element**

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

## LAND DEVELOPMENT REGULATIONS

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

Zoning Category	Acreage	%
HDMU	285.45	14.48%
HDR	253.78	12.87%
MDR	636.14	32.27%
HC/LI	508.66	25.80%
HC/LI-NA	3.98	0.20
Commercial	271.90	13.79%
Recreation	11.65	0.59%
<b>Total</b>	<b>1,187.06</b>	<b>100%</b>

**TABLE 2.2 DISTRIBUTION OF ZONING CATEGORIES,**  
 ESCAMBIA COUNTY GIS



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

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

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

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

**Heavy Commercial and Light Industrial NA designation (HC/LI-NA):** Any applicant for rezoning to the HC/LI zoning district may request a HC/LI-NA designation prohibiting the subsequent establishment of any microbreweries, micro-distilleries, micro-wineries, bars, nightclubs or adult entertainment uses on the rezoned property.

**Commercial district (Com):** The Commercial district establishes appropriate areas and land use regulations for general commercial activities, especially the retailing of commodities and services. The primary intent of the district is to allow more diverse and intense commercial uses than the neighborhood commercial allowed within the mixed-use districts. To maintain compatibility with surrounding uses, all commercial operations within the Commercial district are limited to the confines of buildings and not allowed to produce undesirable effects on surrounding property. To retain adequate area for commercial activities, new and expanded residential development within the district is limited, consistent with the Commercial (C) future land use category.

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

## PARCEL SIZE

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

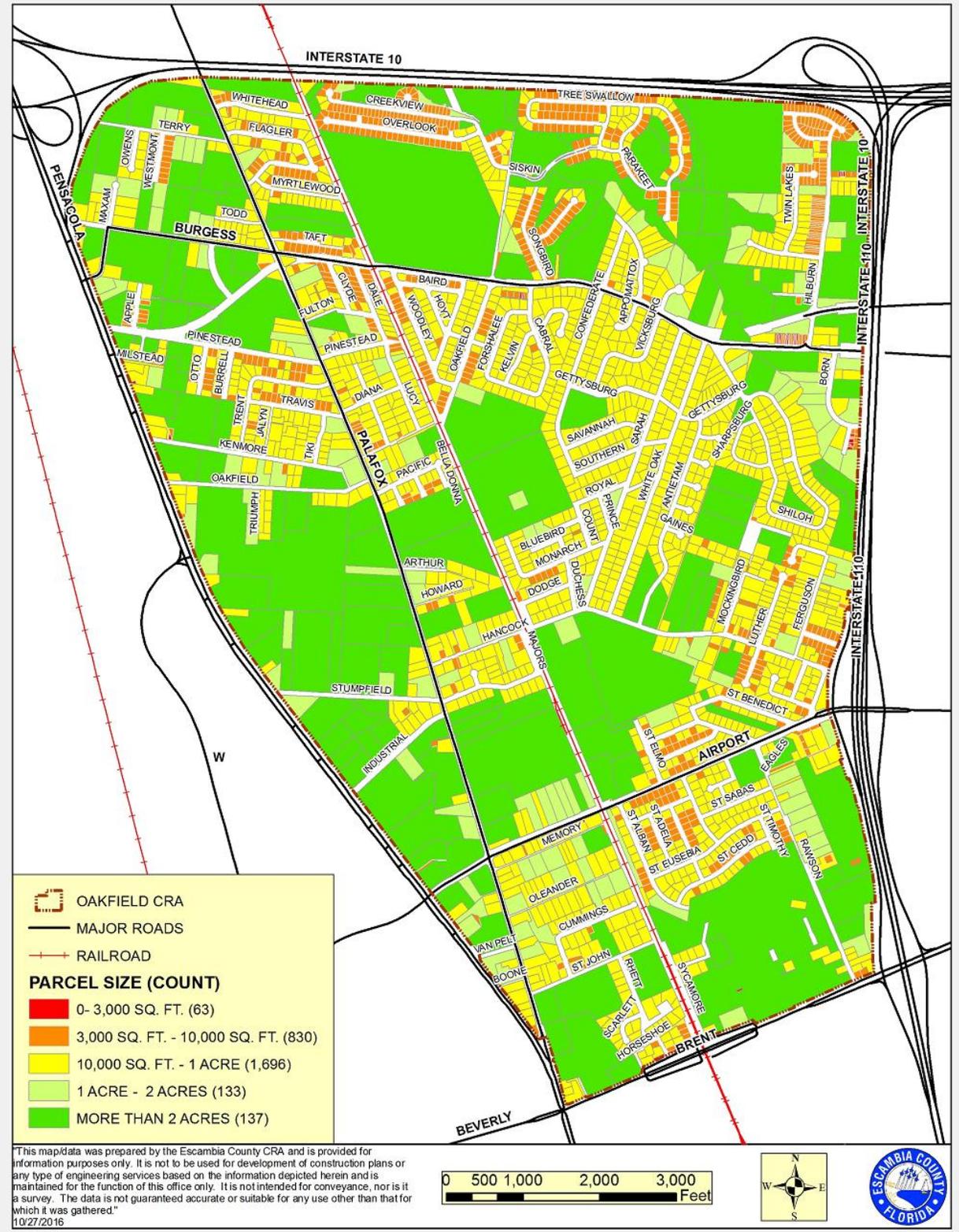


FIGURE 2.6: PARCEL SIZE IN THE OAKFIELD REDEVELOPMENT AREA, ESCAMBIA COUNTY GIS

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

Parcel Size	Count	Percent
< 3,000 square feet	63	2.20%
3,000 – 9,999 square feet	830	29.03%
10,000 square feet – 1 acre	1,696	59.31%
1-2 acres	133	4.65%
> 2 acres	137	4.79%
<b>Total</b>	<b>2,859</b>	<b>100</b>

Table 2.5: DISTRIBUTION OF PARCEL SIZE, Escambia County GIS

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

## HOUSING CONDITIONS

Housing conditions in the CRA Oakfield Redevelopment District is in many areas are in fair, poor condition, and the distribution of substandard housing is scattered across the entire District (Fig. 2.7), while the neighborhoods of Rosemont, Victory Heights, Oakfield Estates and Belle Meade contain a relatively higher concentration of poor quality housing.

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

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

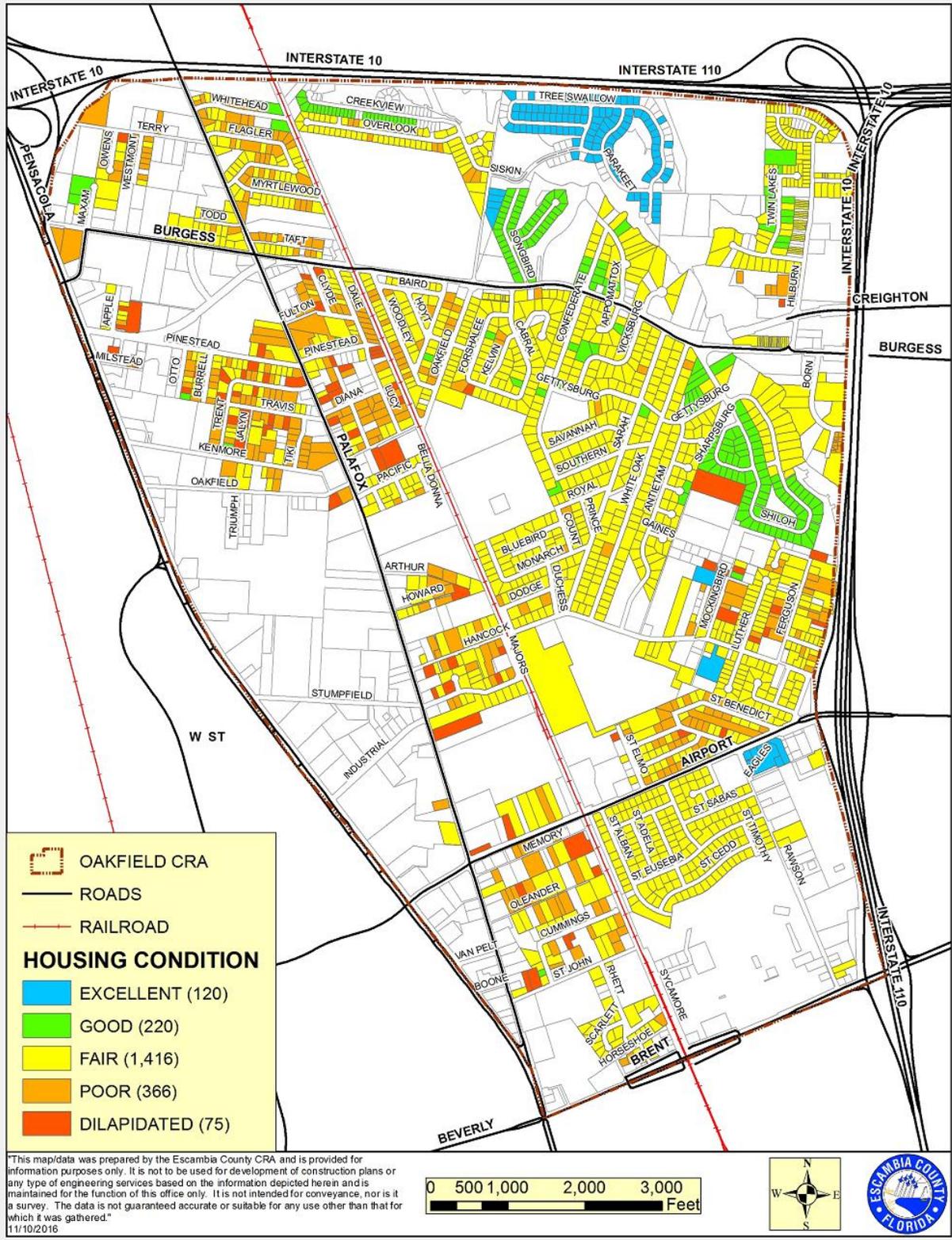


FIGURE 2.7: HOUSING CONDITIONS IN THE OAKFIELD REDEVELOPMENT AREA, ESCAMBIA COUNTY GIS

Conditions of deterioration in a neighborhood are a negative influence on surrounding residents, and the condition of these units can be a deterrent to continuing investment and maintenance of other units. Of the 2,197 houses in the CRA Oakfield Redevelopment District, over 20% are in either poor or dilapidated condition, a little over half, 64% of the housing stock, is in fair condition. Only 10% of the existing homes are in good condition and 120 homes (5.46%), are in excellent condition.

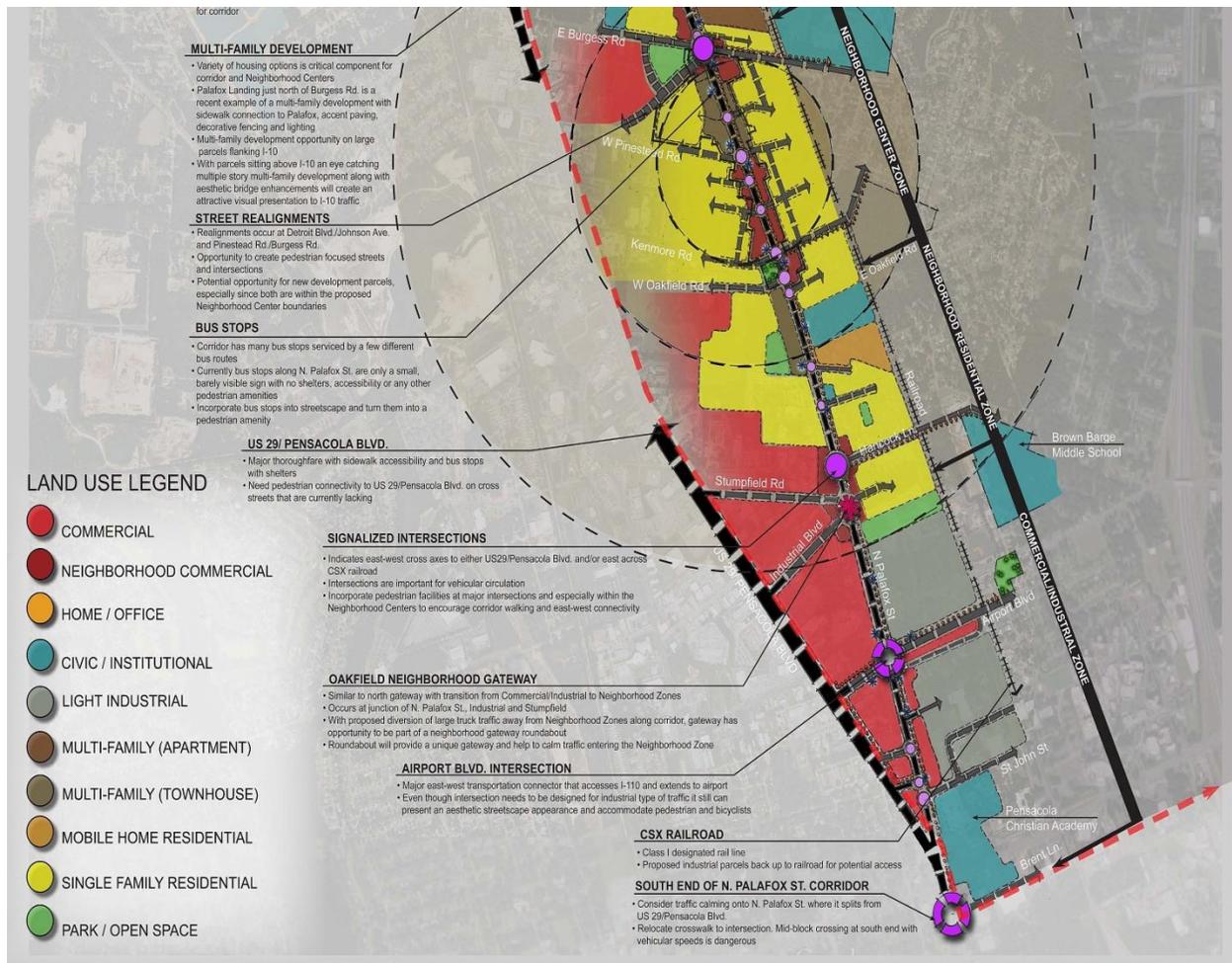
## TRANSPORTATION AND INFRASTRUCTURE

Vehicular circulation through the CRA Oakfield's Redevelopment District's commercial corridors were logically and efficiently planned but, did not account for future development and additional traffic. Pensacola Blvd. (Highway 29) serves as the primary arterial thoroughfare, high-capacity urban road. This primary road runs directly along the west perimeter of the district. North Palafox Street, running north to south, serves as a functionally classified urban collector. Two major intersections along North Palafox Street are Airport Blvd. and Burgess Road. A CSX rail line is located east of North Palafox Street and creates a buffer between the busy street and the residential neighborhoods east of the rail line.

Effective barriers bounding the CRA Oakfield Redevelopment District are I-110, I-10, US 29 and Brent Lane. The grid pattern is very limited at the north end of the District. North Palafox Street does not connect directly to Brent Lane at the southern end of the district. The remainder of the district is served by suburban street layouts connecting neighboring residential areas and local businesses.

There are pockets of areas, both north and south of the district, where the residential roads end and do not connect to other neighborhoods. For example, in the north-west section of the district, neighborhoods end at the railroad tracks and do not connect to the neighborhoods located directly across the tracks. That causes a disconnection between those neighborhoods. In the center of the district, there are neighborhoods with cul-de-sacs that do not connect to the adjoining neighborhoods.

To assist with traffic flow in the area, a Street Corridor Management Analysis was conducted in 2015, by the Florida-Alabama Transportation Planning Organization. The Oakfield Area portion of the Study map, with identified key issues, is shown here:



Source: NORTH PALAFOX CORRIDOR MANAGEMENT STUDY-11/2015

This Roadway Traffic Analysis was done to identify operational and access management improvements and necessary priorities to support all modes of transportation including roadway capacity, public transit and bicycle and pedestrian movements. A summary of proposed improvements included combining buffered bike-pedestrian lanes with rain gardens, a roadway lane reductions at the intersection of North Palafox Street and Airport Boulevard, a Roundabout at the intersection of Stumpfield Road/Majors Road and Industrial Boulevard, access management/driveway modifications, a re-designed bridge modification at the I-10 Overpass and corridor-wide transit improvements.

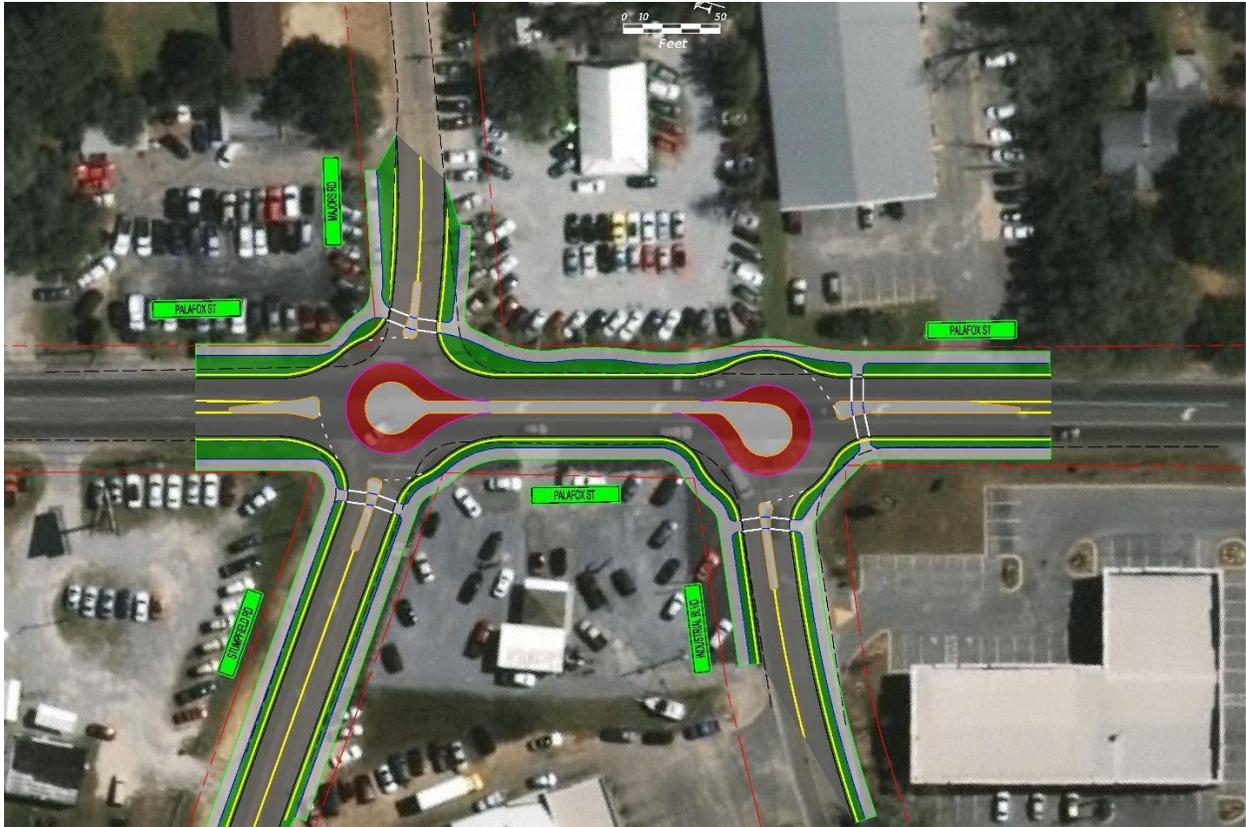
The following diagrams are examples of Alternative Design Concepts taken from the Study:



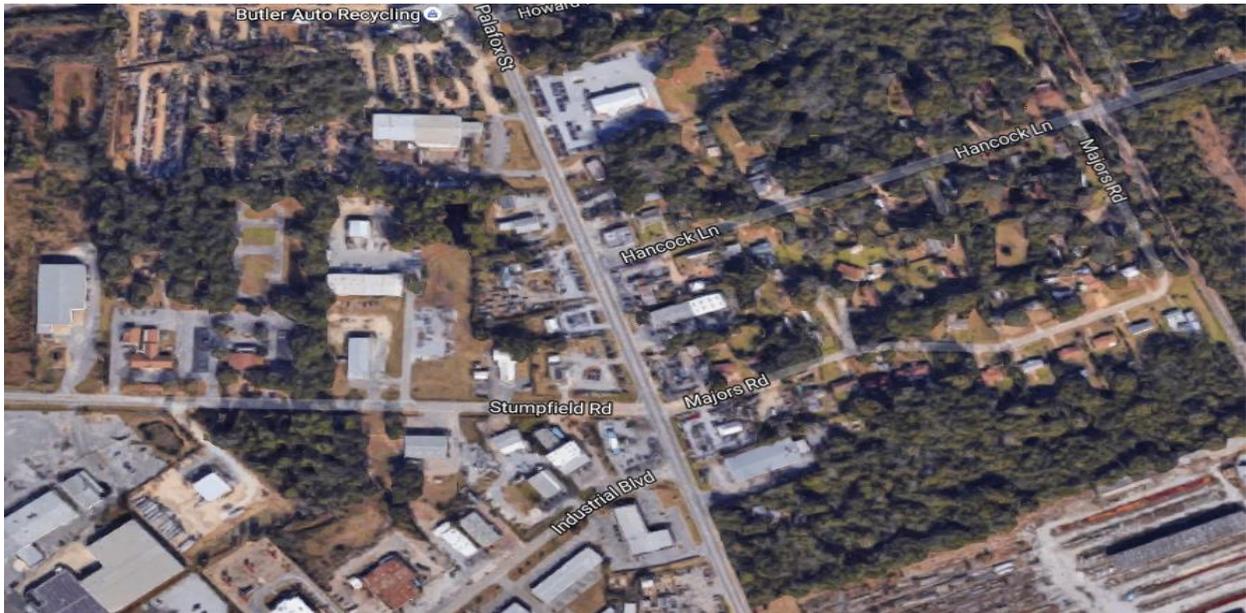
**N. Palafox Street Combination Bike-Ped Lane with Rain Gardens**



**N. Palafox Street Combination Buffered Bike-Ped Lanes with Rain Gardens**



STUMPFIELD RD./MAJORS RD./INDUSTRIAL BLVD. ROUNDABOUT CONCEPT: PHOTO-NORTH PALAFOX CORRIDOR MANAGEMENT PLAN



CURRENT INTERSECTION OF STUMPFIELD RD./MAJORS RD. AND INDUSTRIAL BLVD., GOOGLE MAPS

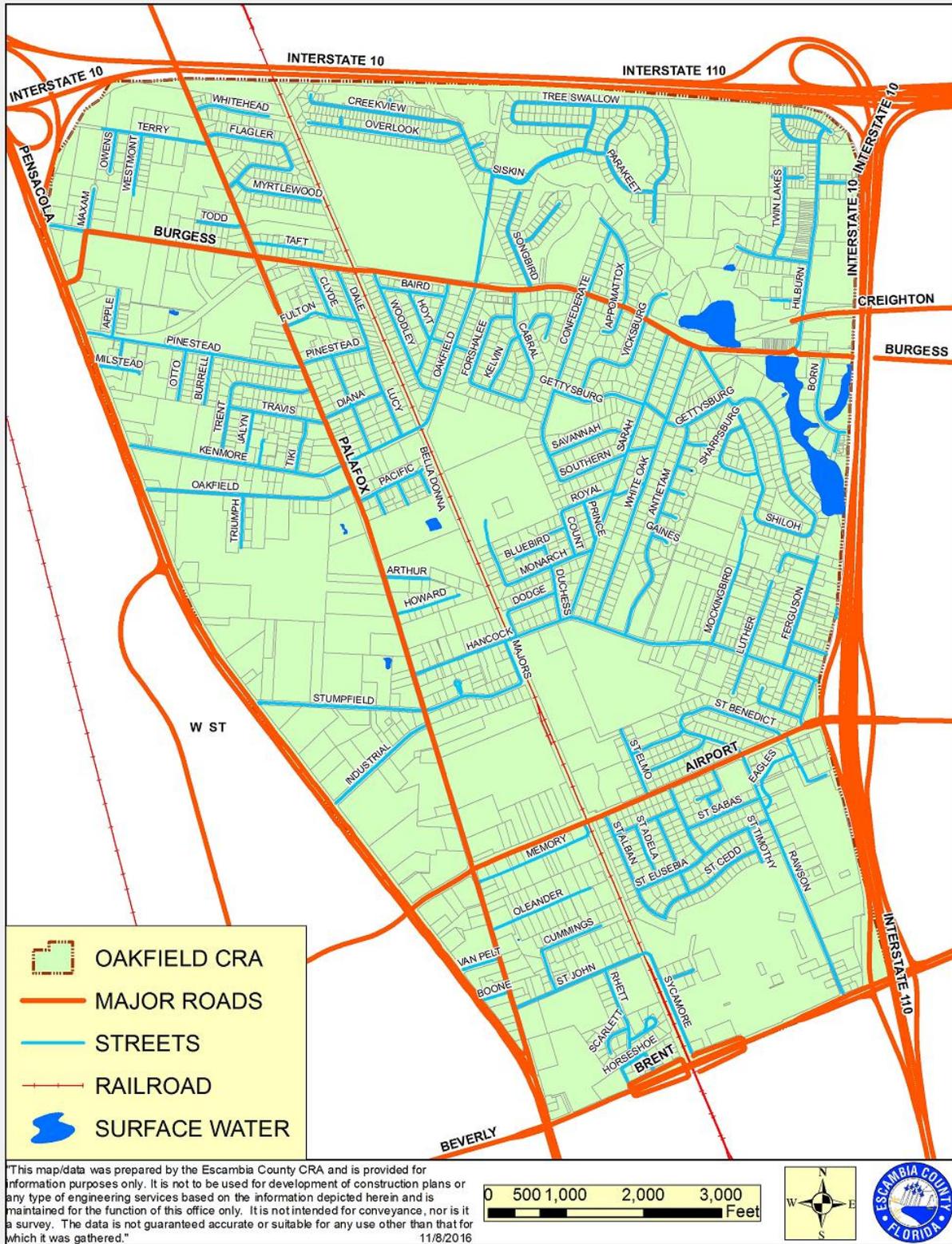


FIGURE 2.8: VEHICULAR CIRCULATION IN THE OAKFIELD REDEVELOPMENT AREA, ESCAMBIA COUNTY GIS

## PEDESTRIAN CIRCULATION

Pedestrian circulation in the CRA Oakfield Redevelopment District is noticeably deficient in the largest section of residential areas. Except for a few residential streets, the district has no consistent residential sidewalk networks. Currently, there are sidewalks located on both sides of Overlook Drive, both sides of Creighton Road in the north-east section of the district, both sides of Airport Blvd., the west side of Pensacola Blvd. (Highway 29), from Stumpfield Road to Brent Lane and the north side of Brent Lane at the southern boundary of the district. There are small pockets of sidewalks on Hilburn Road, W. Pinestead Road, St. Cedd Avenue and St. Timothy St.

Creekview Drive has sidewalks on the south side for a small portion entering off Burgess Rd. Hancock Lane has sidewalks on the south side from Antietam to Airport Blvd. Rawson Lane has sidewalks on the east side approximately half way between Airport Blvd. and Brent Lane, the remainder of the road has sidewalks on the west side. There are very small pockets of sidewalks on one side of the road in the south west section of the district but, most the Oakfield Redevelopment District remains void of connecting sidewalks and bike paths.

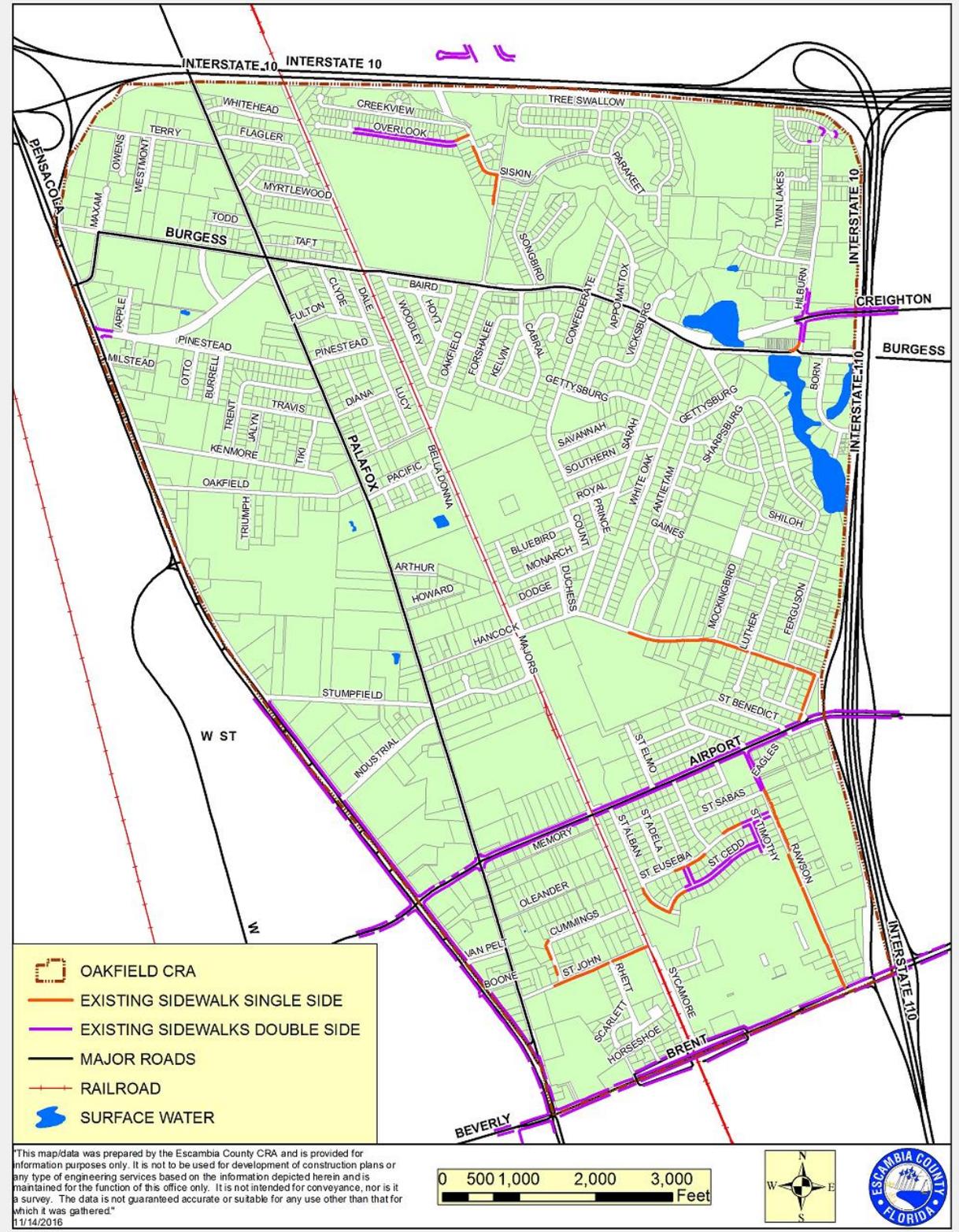


FIGURE 2.9: SIDEWALKS IN THE OAKFIELD REDEVELOPMENT AREA, ESCAMBIA COUNTY GIS

## SANITARY SEWER

The sewer network in the CRA Oakfield Redevelopment District is limited to the east and south side and lateral lines need expansion. To the left of N. Palafox St., lateral sewer lines are almost non-existent. Commercial investment is hindered along this street, a major commercial corridor, because of the lack of sewer connection. Connecting neighborhoods are also in need of sewer connection to the left of the CSX Rail Road crossing. Without connection, residential development or infill housing projects must provide septic tanks on site. With the parcel sizes in this district mostly being small, this may become a deterrent for redevelopment efforts and limit redevelopment potential for the area.

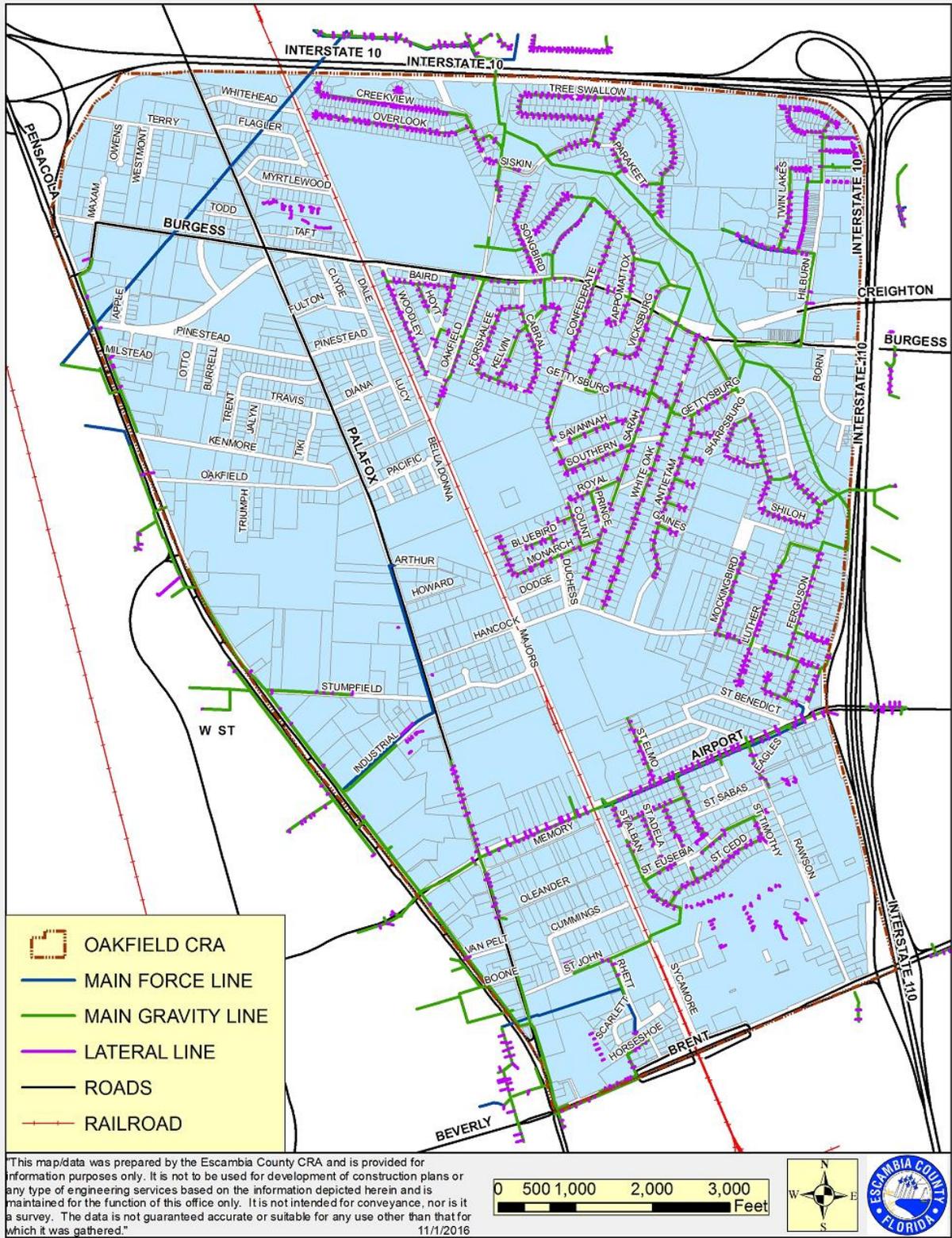


FIGURE 2.10: CURRENT SEWER LINES IN THE OAKFIELD REDEVELOPMENT DISTRICT, ESCAMBIA COUNTY GIS

## DEMOGRAPHICS

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

### POPULATION

The CRA Oakfield Redevelopment District's population (Table 2.6) has been near stable over the past ten years and is expected to remain so in the future. The 2016 estimated population is 10,656 and the estimated population for 2021 is 10,936. Population in the district increased 10% from 2010-2016, but is only projected to increase 2.63% from 2016-2021. This indicates the Oakfield Redevelopment District will grow at and even pace with the County. In the period from 2010-2016, Escambia County grew 5.77% with a population growth rate of 0.17% and projected growth rate for the county is expected to pick up 2.70% from 2016-2021.

POPULATION Location	2010	2016 (estimated)	% change from 2010	2021 (estimated)	% change from 2016
Oakfield CRA	9,610	10,656	10.88%	10,936	2.63%
Escambia County	297,619	314,788	5.77%	323,454	2.70%

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

### HOUSEHOLDS

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

HOUSEHOLDS Location	2010	2016 (estimated)	% change from 2010	2021 (estimated)	% change from 2016
Oakfield CRA	2,557	2,753	7.66%	2,840	11.07%
Escambia County	116,238	121,477	4.51%	125,607	3.30%

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

Median household income is another very significant indicator of an area's economic strength. The CRA Oakfield Redevelopment District's median household estimated income in 2016 is \$38,897. Escambia County's estimated median income in 2016 is \$63,300. The discrepancy in Oakfield's median income is \$24,403 or 62.77% less than the County's median income.

HOME OWNERSHIP RATE IN 2016	Oakfield	Escambia County
% Owner-occupied	59.50%	64.40%
% Renter-occupied	43.40%	35.17%

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

The CRA Oakfield Redevelopment District's median owner-occupied house value estimated in 2016 is \$98,576, compared to Escambia County's median owner-occupied house value of \$130,434, with a difference of \$31,858 or 32.32 % less than the County's median owner-occupied houses.

### ETHNIC COMPOSITION

In 2016 estimates, compared to Escambia County the CRA Oakfield Redevelopment District is estimated to be close in ethnicity. (Table 2.9). The District has 1.25% fewer white residents and 2.37% less black/African American residents, than the county.

ETHNIC COMPOSITION	OAKFIELD CRA	ESCAMBIA COUNTY
White	67.40%	68.65%
Black or African American	20.00%	22.37%
Amer. Indian or Alaska Native	0.06%	0.87%
Asian	6.50%	3.20%
Native Hawaiian and Pacific Islander	0.40%	0.16%
Other	1.60%	1.40%
Two or more races	3.20%	3.50%

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

## AGE

The 2016 estimated age breakdowns range in similarity in the CRA Oakfield Redevelopment District and Escambia County (Table 2.10). In the district, 74% of the population is over 19 years of age while countywide the percentage is 81%. Comparison of the elderly population is a little less than half. In the Oakfield District, the greatest age comparison difference is in the age group of 5-14, which is less than half of Escambia County, yet the age group of 15-19 is more than half compared to Escambia County. The CRA Oakfield District has about 0.31% more young children (pre-school) and 4.24% less school-aged children than found countywide.

AGE	OAKFIELD CRA	ESCAMBIA COUNTY
0-4	5.20%	6.00%
5-14	6.90%	11.40%
15-19	15.80%	7.30%
20-44	47.30%	33.70%
45-64	15.20%	24.80%
65+	9.00%	15.50%

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

## EMPLOYMENT

In 2016 estimates, the total estimated working-age population in the CRA Oakfield Redevelopment District was 4,471, of those, 3,891 are employed outside of the home. In 2016, it is estimated there will be 752 residents unemployed (7.6%) and 784 residents retired (7.8%). Of these workers (Table 2.11), the highest percentages are employed in Services (48.32%) and Retail Trade (20.00%).

EMPLOYMENT BY MAJOR DIVISION	OAKFIELD CRA	ESCAMBIA COUNTY
Agriculture, Forestry & Fishing	11.00%	0.80%
Construction	8.72%	5.66%
Finance, Insurance & Real Estate	2.51%	3.60%
Manufacturing	3.11%	4.40%
Mining	0%	0%
Public Administration	4.34%	15.00%
Retail Trade	20.00%	18.50%
Services	48.32%	43.70%
Transportation, Communications, Electric, Gas & Sanitary Services	3.67%	4.60%
Wholesale Trade	9.25%	3.20%

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

## EDUCATION

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

As shown in Table 2.12, it is estimated that in 2016, 28% of CRA Oakfield Redevelopment District residents will have received their high school diploma, while an additional 29% have attended college (with nearly 14% of the population attaining a Bachelor's Degree). It is estimated that 7% of the adults will not complete high school.

In comparison with the CRA Oakfield Redevelopment District to the county the difference indicates a slightly lower post-secondary educational attainment but, a marginal higher percentage of adults attending college with no degree. The CRA Oakfield Redevelopment District leads the county with the percentage of adults who have obtained a Master's Degree.

EDUCATIONAL ATTAINMENT	OAKFIELD CRA (population 25+ in 2016)	ESCAMBIA COUNTY (population 25+ in 2016)
Less than 9 <sup>th</sup> grade	1.80%	2.70%
Grades 9-12	5.50%	8.50%
No School Completed	0.70%	0.80%
High School Graduate (or GED)	28.90%	28.52%
Some College, no degree	29.20%	23.70%
Associate Degree	10.50%	11.80%
Bachelor's Degree	13.30%	15.30%
Master's Degree	9.70%	8.30%

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

## INCOME

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

This data clearly indicates the inability of the typical resident living within the CRA Oakfield Redevelopment District to afford a new house or to rehabilitate an existing home, without assistance. This also attributes to the homes in the District being mostly rental properties since those types of homes tend to be lower income properties.

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

INCOME BRACKETS	OAKFIELD CRA	ESCAMBIA COUNTY
2015 Estimated Income	\$31,186	\$58,243
2014 Median Income	\$26,417	\$45,453
<\$15,000	27.81%	15.44%
\$15,000 - \$24,999	19.74%	12.08%
\$25,000 - \$34,999	17.30%	13.48%
\$35,000 - \$49,999	19.13%	15.82%
\$50,000 - \$74,999	10.01%	17.37%
\$75,000 - \$99,999	4.43%	12.13%
\$100,000 - \$124,999	1.23%	5.68%
\$125,000 - \$149,000	0.17%	2.68%

\$150,000 - \$199,000	0.13%	2.93%
\$200,000-\$249,000	0.05%	0.95%
\$250,000-\$499,000	0.00%	1.12%
\$500,000+	0.00%	0.33%

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

## CRIME

It is not difficult to establish an understanding of crime trends in the CRA Oakfield Redevelopment Area (Table 2.14). The data shows in 2012 there was a crime spike and it was a particularly bad year in nearly every respect; murder, aggravated assault/battery, burglary/break-and-enter, larceny, motor vehicle theft and narcotic charges were the highest in recent memory or above average. Those numbers have slightly declined in more recent years and could be a direct result of more citizen awareness/involvement and crime prevention sweeps conducted by the Escambia County Sheriff's Department.

TOTAL INCIDENCE OF CRIME Location	2009 Reports	2010 Reports	2011 Reports	2012 Reports	2013 Reports	2014 Reports	2015 Reports	Totals
<b>CRA Oakfield District (pop. 6,930)</b>								
Murder/Negligent Manslaughter	0	0	0	2	0	0	0	2
Forcible Sex Offenses	10	4	7	6	4	8	2	41
Robbery	10	13	13	12	9	8	9	74
Aggravated Assault/Battery	15	24	33	22	31	31	22	178
Burglary	85	86	86	114	103	73	89	636
Larceny/Theft	82	113	130	130	111	105	111	782
Motor Vehicle Theft	24	30	40	34	34	30	30	222
Prostitution	3	0	0	0	1	0	0	4
<b>Total</b>	<b>229</b>	<b>270</b>	<b>273</b>	<b>318</b>	<b>293</b>	<b>158</b>	<b>263</b>	<b>1,704</b>
<b>Escambia County (pop. 309,630)</b>								
Murder	15	26	14	15	23	18	20	113
Forcible Sex Offenses	307	313	272	264	224	234	165	1,779
Robbery	534	461	463	412	370	306	319	2,865
Aggravated Assault/Battery	1,392	1,128	1,033	1,269	1,169	1,203	1,260	8,454
Burglary	2,610	2,665	2,600	3,156	2,776	2,356	2,193	18,356
Larceny/Theft	6,593	7,271	7,543	7,579	7,588	6,908	7,148	50,630
Motor Vehicle Theft	630	519	858	550	654	554	524	4,289
<b>Total</b>	<b>11,081</b>	<b>11,983</b>	<b>12,783</b>	<b>13,245</b>	<b>10,304</b>	<b>11,579</b>	<b>11,629</b>	<b>86,486</b>

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

## CHAPTER 3: CONCEPT PLAN

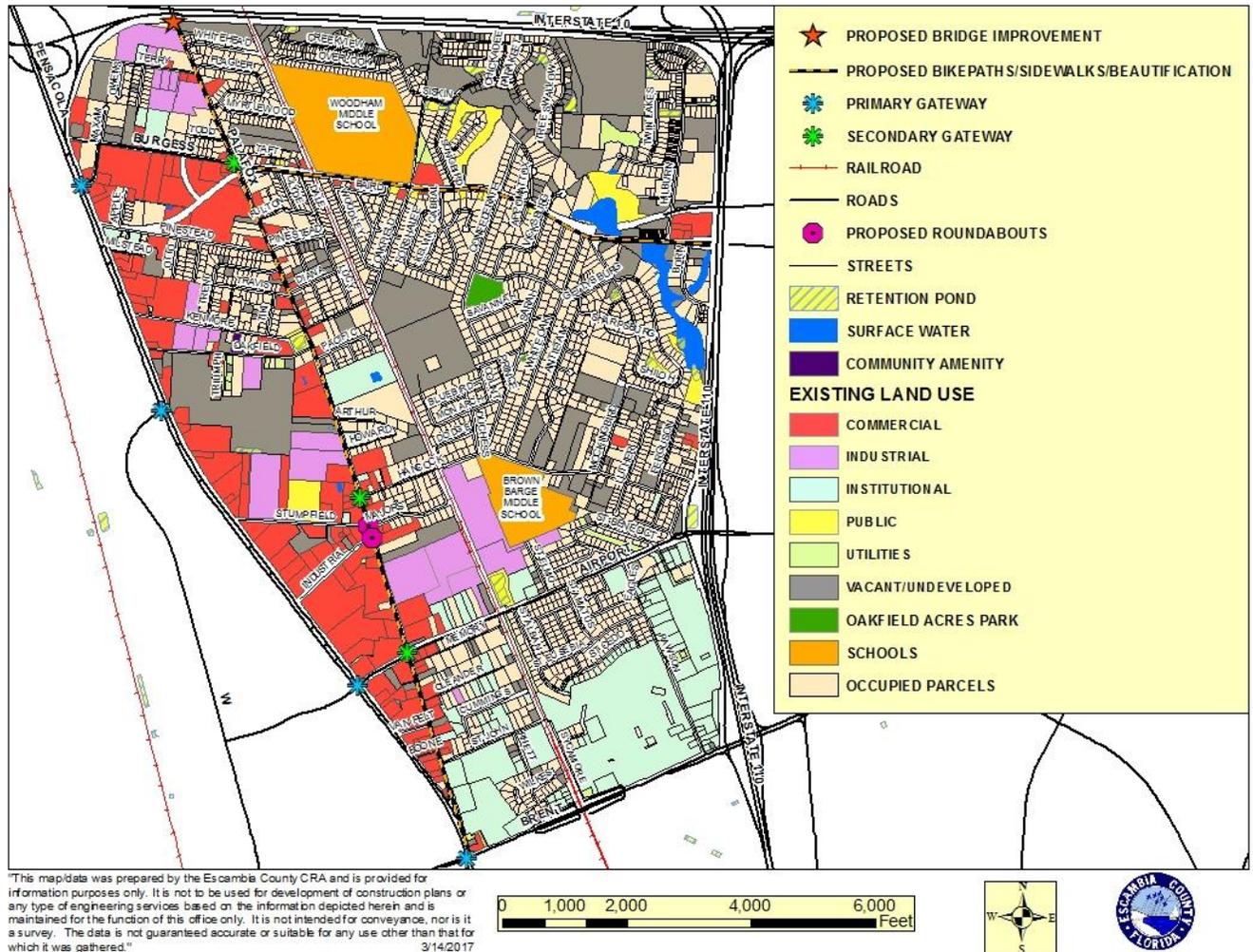
### CONCEPT PLAN PHILOSOPHY

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

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

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

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



**FIGURE 3.1: CONCEPT MAP FOR THE OAKFIELD REDEVELOPMENT AREA.** ESCAMBIA COUNTY GIS, CRA STAFF

### CORRIDORS

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

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

These corridors/collectors are as follow:

**1. Primary Commercial Corridors:**

**Pensacola Blvd. (Highway 29)/N. Palafox St. and Brent Lane**

**2. Neighborhood Commercial Corridors:**

**W. Burgess Road/W. Airport Blvd. and Stumpfield Rd.**

**3. Neighborhood Collectors:**

**Hancock Ln./W. Oakfield Rd./NE Oakfield Rd. and W. Pinestead Rd.**

**PRIMARY COMMERCIAL CORRIDORS**

Pensacola Blvd. (Highway 29) is the primary north-south route through the CRA Oakfield Redevelopment District. Land use along Pensacola Blvd. is primarily commercial with numerous driveways and access points along the road. Economic vitality along the corridor is moderate with retail, industrial and vacant uses. There are several prominent automobile dealerships located along this primary corridor. Traffic is heavy during peak hours but there have been significant improvements within the past five years.

Running parallel to Pensacola Blvd. is N. Palafox St. For many years, this corridor was the primary route from the south end of Escambia County to the north end. Current road conditions are unsafe and improvements with traffic calming devices, bike paths, etc., would improve safety for vehicles, bicycles and pedestrians.

Brent Lane provides a gateway corridor to the CRA Oakfield Redevelopment District. The portion of the primary roadway at the south end of the district is zoned institutional providing access to Pensacola Christian College and Pensacola Christian Academy. This primary corridor also abuts Interstate 10.

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

**Action Strategies:**

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



**EXISTING CONDITION: BRENT LANE AND HIGHWAY 29**  
GOOGLE MAPS



**EXISTING CONDITION: BRENT LANE AND I10 EXCHANGE,**  
GOOGLE MAPS

### NEIGHBORHOOD COMMERCIAL CORRIDORS

Preserving neighborhood character and unity was mentioned as being important to the residents of CRA Oakfield Redevelopment District.

Residential streets provide pivotal links between different neighborhoods, between different uses in the same neighborhoods, and form the road network that residents use to interact with each other. Their character is generally leisurely; narrow laneways, on-street parking, and tree canopies combine to create a sense of tranquility that is unavailable on busier roadways.

Streets with mixed commercial and residential uses, such as West Burgess Rd., West Airport Blvd. and Stumpfield Rd., require modified strategies to properly manage their character and uses. Also, in certain cases, pedestrian infrastructure is deficient or missing, and without a safe or comfortable pedestrian environment, it is likely that such streets will be utilized by residents since they are neighborhood corridors that are utilized to connect businesses and residential neighborhoods.



**EXISTING CONDITION: AIRPORT BLVD. AND N. PALAFOX ST.**  
PHOTO: GOOGLE MAPS



**EXISTING CONDITION: N. PALAFOX ST. AND W. BURGESS RD.,**  
PHOTO: GOOGLE MAPS

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

Action Strategies:

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

#### NEIGHBORHOOD COLLECTORS

There are four vital neighborhood collectors that function as streets and roads that connect neighborhoods within the CRA Oakfield Redevelopment District. Hancock Lane runs west to east and connects neighborhoods with most single-family homes. Northeast Oakfield Rd. and West Oakfield Rd. provide access to neighborhoods that are centrally located in the district. West Pinestead Road serves as a connector running west to east, of many of the commercial businesses within the district to the adjoining neighborhoods.

Small two lane roads/streets such as: White Oak Dr., Sarah Dr., and Antietam Dr. provide connection to neighborhoods located within the eastern section of the district. These collectors run north-south east and run from East Burgess Rd. to Hancock Lane, which is the central hub of the district.

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

Action Strategies:

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



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

## GATEWAYS

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

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

### PRIMARY GATEWAYS

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

Proposed primary gateway locations:

- Brent Lane and Pensacola Boulevard (Highway 29)
- Pensacola Boulevard (Highway 29) and Airport Boulevard
- Pensacola Boulevard (Highway 29) at North W Street
- Pensacola Boulevard (Highway 29) and W. Burgess Road

### SECONDARY GATEWAYS

Secondary gateways are intended to highlight the instance of entering a neighborhood or district. In these cases, signage, landscaping, and paving are combined in ways that draw attention to the intersection and the streets that lead to it. For example, N. Palafox Street is selected as an ideal street to build secondary gateways in Oakfield. It is located parallel to busy Pensacola Boulevard (Highway 29) and represents an important opportunity to brand the entrance into the CRA Oakfield Redevelopment District along a lower-speed corridor.

## Proposed secondary gateway locations:

- N. Palafox Street at W. Burgess Road
- N. Palafox Street at Airport Boulevard
- N. Palafox Street at Hancock Lane

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

### Action Strategies:

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



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

## COMMUNITY AMENITIES

Existing community amenities in the CRA Oakfield Redevelopment District are extremely limited. It is proposed in the updated Redevelopment Plan to emphasize new open space, enhance the park facilities and add amenities, such as a Community Center, that encourage outdoor recreation and social interaction.

The Oakfield Redevelopment District only has one Community Park: a 1-acre park with limited amenities. The property on the corner of Royal Lane and White Oak Drive was once used as a park but, is now vacant. The Plan generally provides for additional open space through the development of neighborhood parks, as discussed in Chapter 3.

There is a Community Center privately owned by the Filipino-American Association. This center is not open to the public but it does allow for renting of the facility. The building can be rented for wedding receptions, birthdays, graduations, banquets, etc. Community amenities could be improved by establishing or developing an Oakfield Community Center that would offer necessary amenities and programs that would benefit the art culture, senior citizens, children and the undereducated that reside within the community. Joint-use opportunities will be explored by the Community Redevelopment Agency and local citizens, businesses, property owners and stakeholders.

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

**Action Strategies:**

- Strategically locate new neighborhood parks/pocket parks that will enhance neighborhood recreational opportunities. Identify such pocket park opportunity sites through acquisition of privately owned vacant, dilapidated or uninhabitable structures, when possible.
- Upgrade the current park (Oakfield Acres Park) providing additional amenities.
- Establish and/or increase the number of Neighborhood Watch Groups and strengthen neighborhood group collaboration.



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

## REDEVELOPMENT STRATEGIES

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

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

### COMMERCIAL REDEVELOPMENT AND INFILL

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

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

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

Action Strategies:

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



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



EXAMPLES OF A COMMERCIAL SIGN GRANT RECIPIENTS, PHOTO: CRA STAFF

## INFILL OPPORTUNITIES FOR SINGLE AND MULTI-FAMILY HOUSING

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



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

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

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

### Action Strategies:

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



**VACANT PROPERTY ON EAST OAKFIELD ROAD, PHOTO: GOOGLE MAPS**

## ENHANCEMENT OF THE INDUSTRIAL DISTRICT

Light Industrial uses in the CRA Oakfield Redevelopment District are divided mostly between Pensacola Boulevard and N. Palafox St. and run north to south on W Street and North Pace Blvd. There are two large Industrial uses off N. Palafox St. near the intersection of Airport Boulevard. These industrial uses are important economic engines for the community and should be protected by residential encroachment with enhanced buffering and dense landscaping. The CRA offers matching grants up to \$10,000 that could be used to improve a landscape buffer for the businesses seeking grant assistance.

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

Action Strategies:

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



EXAMPLE OF A LIGHT INDUSTRIAL BUSINESS ON W. OAKFIELD ROAD, PHOTO: GOOGLE MAPS

#### IMPLEMENTATION OF THE NORTH PALAFOX STREET CORRIDOR MANAGEMENT PLAN

In 2014, Atkins was commissioned by the Florida-Alabama Transportation Planning Organization to conduct a corridor management plan for N. Palafox Street (CR 95A) with the study limits consisting of U.S. 29 at the south to E. Nine Mile Road in the north – approximately 4.8 miles. The purpose of the corridor management plan was to identify operational and access management improvements and priorities needed to support all modes of transportation including roadway capacity, public transit and bicycle and pedestrian movements.

Recommended improvements to the corridor include (for the Oakfield Redevelopment District section):

- A combination of buffered bike-pedestrian lanes with rain gardens for drainage throughout the district
- A road diet traffic analysis is proposed on North Palafox Street at Airport Blvd
- A dual roundabout at Stumpfield Rd./Majors Rd./Industrial Blvd.
- Access management/driveway modifications throughout the district
- N. Palafox Street/I-10 bridge design modifications
- Transit improvements

The N. Palafox Street Corridor Management Plan was adopted by the Florida-Alabama Transportation Planning Organization by Resolution FL-AL 15-38 on November 3, 2015.

**Objective:** Assist with Implementing the N. Palafox Street Corridor Management Plan. This plan defines the improvements needed to make the N. Palafox Street corridor a safe, functional, and attractive space.

## PUBLIC HEALTH AND SAFETY

Crime and any perception of crime in a CRA Oakfield Redevelopment District creates a negative perception, especially in terms of drugs, prostitution, robberies, etc., and is a major impediment to revitalization for the district and the surrounding areas. As shown in Table 2.14, the incidence of crime, both violent and property, are moderate when compared to other parts of Escambia County.

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

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

### Action Strategies:

- Work directly with the Escambia County Sheriff's Department for a more increased presence in the CRA Oakfield District.
- Promote representatives from the Escambia County Sheriff's Department to conduct regular clean-sweeps of the Oakfield District.
- Seek ways to provide counseling for drug abuse and interventions and provide resources for treatment.
- Continue to solicit assistance from citizens for code enforcement violations.
- Support Crime Prevention Programs throughout the community.
- Continue to provide residential and commercial street lighting for safety.
- Install additional sidewalks for pedestrian safety.



EXAMPLE OF SIDEWALK INSTALLATION, PHOTO: GOOGLE MAPS



EXAMPLE OF RESIDENTIAL STREET LIGHTING, PHOTO: GOOGLE MAPS

## ENCOURAGE CITIZEN GROUPS AND CIVIC PRIDE

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

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

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



2016, PHOTO: CRA STAFF

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

Action Strategies:

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



PICTURES OF A CELEBRATING OAKFIELD FESTIVAL HELD IN 2016, PHOTOS: COUNTY STAFF

## RESIDENTIAL PRESERVATION AND ENHANCEMENT

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

To preserve and improve the quality of the existing housing conditions, the Plan recommends utilizing existing incentives such as the CRA's Residential Rehabilitation Grant to encourage housing restoration across the Redevelopment District, and continuing to collaborate with non-profit organizations and faith-based institutions.

To improve neighborhood connections and pedestrian walkability, the Plan suggests enhancing the existing neighborhood character, continuing with public realm improvements to provide a safe and aesthetically pleasing environment, and improving the connections with area local schools, parks, Community Centers and other neighborhood destinations. The Plan also recommends pursuing new development opportunities in the community to develop pocket parks/open spaces and multi-family housing development through land assembly and acquisition, where possible.

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

Action Strategies:

- Continue to utilize the residential improvement grants to encourage housing rehabilitation across the Redevelopment District.
- Follow residential design standards for building renovations and infill development.
- Acquire additional lots or building sites, or execute land exchanges for infill development.
- Actively pursue code enforcement including demolition of dilapidated structures. Parcels that become available because of the demolition may be used for infill housing development or neighborhood parks.
- Identify opportunities to develop pocket parks through acquisition of privately owned vacant, dilapidated or uninhabitable structures.
- Continue to provide financial assistance to further sewer system expansion throughout the Redevelopment District together with ECUA and developer funding.
- Consider the provision of flexible development standards in future zoning code revisions for minimum lot sizes to enable development of smaller residential lots.
- Enhance pedestrian safety employing a combination of traffic calming measures such as reduced speed limits, better signage, and the use of elevated decorative crosswalks at primary intersections.
- Initiate community-based activities involving the youth and public safety staff to generate support and participation in local anti-crime programs and improve public relations with the staff.
- Continue to work with neighborhood associations to conduct neighborhood planning exercises on a periodic basis to determine the specific needs of each neighborhood within the Redevelopment Area.
- Support enhanced law enforcement.
- Support neighborhood promotional programs and needs.



EXAMPLE OF A RESIDENTIAL REHABILITATION GRANT RECIPIENT, REPLACE ROOF AND INSTALL NEW WINDOWS, PHOTO: CRA STAFF



**EXAMPLE OF A RESIDENTIAL REHABILITATION GRANT, INSTALL NEW WINDOWS, PHOTO: CRA STAFF**

## CHAPTER 4: CAPITAL IMPROVEMENTS

### CAPITAL IMPROVEMENTS

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

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

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

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

FUTURE CAPITAL IMPROVEMENTS: ONGOING, SHORT, MID, AND LONG-TERM

Project	Description	Estimated Costs	Funding sources	Status
Residential Street Lighting				
Street Lighting for safety	Begin the process of providing funding for street lighting within the CRA District	\$50,000	CDBG/SNP/TIF	Will be ongoing, once TIF is approved
Neighborhood Improvements				
CRA Worker Program	Employ residents to perform landscaping maintenance	\$32,000	TIF/SNP	Will be ongoing, once TIF is approved
Conduct "Clean Sweeps" and neighborhood clean-ups	Schedule on a continual basis	\$10,000 (for five-year period)	CDBG/SNP/TIF	Will be ongoing, once Plan is approved
Remove Neighborhood blight/slum	Continue to work with Code Enforcement for lot abatements and demolition of vacated/abandoned homes	\$100,000	CDBG/SNP/TIF	Will be ongoing, once Plan is approved
Oakfield Community Center				
Seek a building/site for a Community Center to be utilized by all residents within the CRA Oakfield District	Build or purchase a building to be comparable with other Escambia County Community Centers	\$1M	Escambia County/LOST	Short-term, 2018
Parks				
Improvements to existing Oakfield Acres Park	Suggestions from Envision meetings: basketball and tennis courts, disk golf, bike and walking paths	\$50,000	TIF/CDBG	Short-term, 2018
Bus Stop Improvements				
Palafox Street-North of Burgess Road-Eastside Right-of-Way	Install a new bus shelter on the corner of N. Palafox Street and Travis Street and as needed	\$2,500	LOST/TIF	Mid-term, 2019
Drainage/Storm water management				
Through-out the CRA Oakfield District	Upgrade current system/divert runoff. Ongoing issues: Northeast Oakfield Road/Monarch Lane/West Pinestead Road and Trent Street	\$2M	FEMA/LOST/NWFWMD	Mid-term, 2019
Sidewalks/bicycle paths				
Install sidewalks for pedestrian safety	Install sidewalks and bicycle paths on Palafox Street and Burgess Road (west of North Palafox Street) and as needed	\$315,000	FDOT/CDGB/TIF	Mid-term, 2019

<b>Street Corridor Beautification</b>				
Corridor Beautification	Create beautification projects through-out the District	\$50,000	TIF/CDBG	Mid-term, 2020
<b>Nature Trails/Greenway</b>				
Create a Nature Trail/Open Space	Use vacated or donated property in the CRA Oakfield CRA District (Utility Easements, vacant land, etc.)	\$100,000	TIF/CDBG	Mid-term, 2020
<b>Gateway Signs</b>				
Install Gateway Signs	Gateway signs entering/exiting the CRA Oakfield District	\$40,000	TIF/CDBG	Mid-term, 2020
<b>Bridge Improvements</b>				
North Palafox Street bridge crossing I-10, south of intersection of Olive Road	The bridge is in need of repairs, built in 1961, has a need for pedestrian/ bicycle facilities and minimal shoulder widths	\$500,000	FDOT	Mid-term, 2020
<b>Affordable Housing</b>				
Vacant properties	Reduce blight/slum. When possible, use properties for Affordable Housing with a shared community park	\$2M	CDBG/TIF	Mid-term, 2020
<b>Traffic Calming Devices</b>				
North Palafox Street Corridor Management Study	Study conducted in 2015 to address traffic capacity, public transit and bicycle and pedestrian access to revitalize corridors within the CRA Oakfield District	\$3M (estimated) Construction not planned or funded.	Florida-Alabama Transportation Planning Organization, FDOT, CRA, CDBG	Long-term, 2020
<b>Turn signals</b>				
	Install turn lanes and signals at Palafox Street and Hancock Lane	\$1M	FDOT/Escambia County	Long-term, 2020
<b>Install Traffic Lights</b>				
	Install signal traffic light on W. Oakfield Rd. at Kenmore and Palafox St.	\$200K	FDOT/Escambia County	Long-term, 2020
<b>Sewer Expansion</b>				
Hancock Lane- includes Gravity Main	91 Connections	\$814K	Escambia County/ECUA	Long-term, 2021
North Phase I	327 Connections	\$3M	Escambia County/ECUA	Long-term, 2022
North Phase II	215 Connections	\$1.5M	Escambia County/ECUA	Long-term, 2023
South Phase I	58 Connections	\$512K	Escambia County/ECUA	Long-term, 2024
South Phase II	63 Connections	\$410K	Escambia County/ECUA	Long-term, 2025

**TABLE 4.1: CAPITAL IMPROVEMENT PROGRAM**

Acronyms:

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

## CHAPTER 5: IMPLEMENTATION STRATEGIES

### IMPLEMENTATION STRATEGIES

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

#### **Implementation Functions**

The implementation process can be divided into two major dimensions:

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

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

#### **1. Non-Financing Functions**

Non-financing functions fall into eight general categories:

##### *Site Assembly*

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

##### *Capital Improvements*

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

### *Standards and Controls*

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

### *Physical Development*

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



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

### *Development Incentives*

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

### *Code Enforcement, Neighborhood Clean Ups, and Housing Rehabilitation*

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



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

### *Property Acquisition*

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

### *Enhanced Seasonal Lawn Maintenance*

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

## **2. Financing**

### *Grants*

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

### *Tax Increment Funds*

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

### *Redevelopment Bonds*

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

### *Private Investment*

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

### *Project Equity Position*

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

### *Leasing*

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

### *Joint Ventures*

In real estate syndication ventures, the CRA can contribute equity capital to a project, thereby reducing equity requirements from the developer and/or reducing the amount of debt service. Through equity syndication, tax subsidy benefits can be passed on to investors in the form of depreciation, investment tax credits, deferral of taxes and capital gains.

### *Mortgage Write-Downs*

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

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

### *Faith-based Institutions*

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

### *Private Sector*

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

However, in order to encourage private investment, the right set of conditions must be in place that facilitate investment and help reduce risk. Creating new business incubators and working closely with interested property owners to develop and/or redevelop vacant land and structures in accordance with the

community's overall vision for the Redevelopment Area's future growth is a recommended start. Ensuring that property owners are familiar with the Brownfield development procedures and financial incentives available for Brownfield redevelopment would also help significantly.

#### *Planning and Development Strategies*

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

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

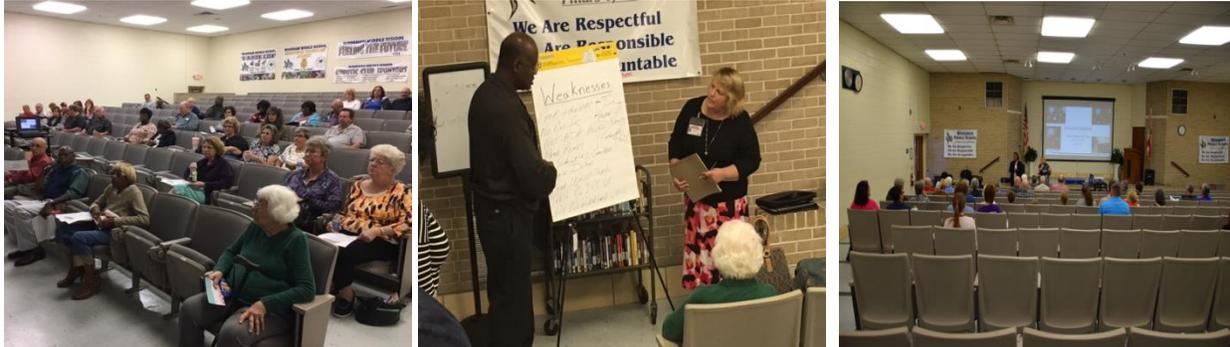
#### *Housing Rehabilitation and Commercial Reinvestment Financing*

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

## APPENDIX A: PUBLIC WORKSHOPS

Oakfield residents and business owners were invited to participate in a series of public workshops held at the Woodham Middle School. The dates and times are listed below:

- November 15, 2016, 6:00pm-7:00pm      Kick-off meeting, identify issues
- January 17, 2017, 6:00pm-7:00pm      Prioritize Oakfield Community needs
- February 21, 2017, 6:00pm-7:00pm      Discuss Capital Improvements needed in the area
- April 25, 2017, 6:00pm-7:00pm      Final meeting: Presentation of final draft plan



**CITIZENS ATTENDING THE ENVISION OAKFIELD WORKSHOPS, CRA STAFF PHOTO**

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

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

<b>Strengths</b>	<b>Weaknesses</b>
<ul style="list-style-type: none"> <li>- Location to hospitals, shopping Centers, airport and interstate</li> <li>- Quiet/low crime in certain areas</li> <li>- Diversity of residents</li> <li>- Established neighborhoods</li> <li>-Residents feel safe in most areas</li> <li>-There are currently two schools</li> <li>- Area has one Neighborhood park</li> <li>- Properties are kept clean and neat</li> <li>- Area has trees/woods and natural beauty</li> <li>- Home to PCA and PCC (Christian Schools)</li> <li>- Has undeveloped land</li> <li>- Has established Home-owners Associations</li> <li>- Has many families, retirees, good group of people</li> </ul>	<ul style="list-style-type: none"> <li>- Lighting/sidewalks and curbing on Burgess Road and other Roads in the district</li> <li>- Oakfield Park needs more amenities</li> <li>- There is a need for additional public parks</li> <li>- Drainage and flood issues through-out the district</li> <li>- Litter and debris on rights-of-ways</li> <li>- Burgess Road needs to be widened</li> <li>- There is a need for more code enforcement presence</li> <li>- Residents stated they have frequent power surges</li> <li>- Traffic flow on Palafox and Burgess</li> <li>- Lack of ECAT bus stops</li> <li>- There are no Neighborhood Watch Groups (no voice for the community)</li> <li>- Need for trash pick-up twice a week</li> <li>- Trains are causing traffic issues</li> <li>- Power poles are old and rotting</li> <li>- Residents complaining of gas leaks</li> </ul>

### **Opportunities**

- Need for more convenient stores and gas stations
- Need for a Community/Recreation Center
- Build an overpass at Airport for train tracks
- Need for Nature trails, walking paths and soccer fields
- Many large vacant properties that can be used for development (SPC, etc.)
- Upgrade the tennis courts on Confederate
- Make better use of Woodham facilities
- Pave Oakfield Road and other roads
- Open Burgess Road in front of Circle K
- More local jobs needed
- Beautification of area

### **Threats**

- Poor maintenance in Carpenters Creek
- Don't want Rawson Lane closed
- Crime is increasing in the area
- Homeless camp off Creighton Road
- Business signs are unsightly
- Possibility of higher taxes
- More traffic issues with opening Creighton Connector
- Middle school closing
- Vacant land not being utilized

At the second meeting: the workshop offered the opportunity for Oakfield citizens to review the results of the SWOT Analysis and add additional suggestions.

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

- Additional street lighting
- Traffic issues (turn signals, speed bumps, curbing, etc.)
- Drainage issues
- Bicycle and Walking paths
- The need for sewer lines to be added
- The need for a Community/Recreation Center
- Beatification of area
- Underground utilities
- Update/add Oakfield Acres Park Amenities (tennis court, soccer field, disk golf, etc.)
- Enforce speed limits
- Maintain Right-of-Ways (mowing, week-eating, etc.)
- Work with Gulf Power to better maintain utility easements
- Better code enforcement on inoperable vehicles and yard maintenance
- Crime prevention (police presence and Escambia County Code Enforcement)

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

## APPENDIX B: STATUTORY REQUIREMENTS

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

### **163.360 – Community Redevelopment Plans**

#### **Section 163.360 (1), Determination of Slum or Blight by Resolution**

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

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

#### **Section 163.360 (2)(b), Completeness**

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

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

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

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

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

#### **Section 163.360 (4), Plan Preparation and Submittal Requirements**

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

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

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

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

Action: The Escambia County Board of County Commissioners, sitting as the Escambia County CRA, will pass a resolution for the final adoption of the Plan as provided by statute. The Board of County

Commissioners will proceed with a public hearing on the Redevelopment Plan as outlined in Subsection (6), below.

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

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

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

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

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

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

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

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

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

### **Chapter 163.362 - Contents of Community Redevelopment Plans**

Every community redevelopment plan shall:

#### **Chapter 163.362(1) Legal Description**

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

Action: A legal description of the boundaries is contained in Escambia County Board of County Commissioners Resolution R2014-147 and the Findings of Necessity report which are attached and incorporated herein by reference.

#### **Chapter 163.362(2) Show by Diagram and General Terms:**

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

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

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

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

(c) The approximate number of dwelling units.

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

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

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

### **Chapter 163.362(3) Neighborhood Impact Element**

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

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

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

#### **Relocation**

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

## **Traffic Circulation**

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

## **Environmental Quality**

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

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

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

## **Community Facilities and Services**

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

## **Effect on School Population**

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

## **Physical and Social Quality**

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

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

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

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

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

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

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

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

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

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

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

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

The Redevelopment Plan may be modified, changed, or amended at any time by the Escambia County Community Redevelopment Agency after public notice and hearing. If the Plan is modified, changed, or amended after the lease or sale of property by the Agency, the modification must be consented to by the developer or redevelopers of such property or his successors or their successors in interest affected by the proposed modification. This means that if a developer acquired title, lease rights, or other form of development agreement, from the Agency to a piece of property within the redevelopment area with the intention of developing it in conformance with the redevelopment plan, any amendment that which might substantially affect his/her ability to proceed with that development would require his/her consent.

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

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

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

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

### **Chapter 163.362(8) Element of Residential Use**

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

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

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

### **Chapter 163.362(9) Statement of Projected Costs**

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

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

## **Chapter 163.362(10) Duration of Plan**

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

Action: The CRA Oakfield Redevelopment Plan shall remain in effect and serve as a guide for future redevelopment activities in the redevelopment area for 30 years from the enactment date of the Board of County Commissioner's approval unless the Board decides to sunset the designated area.

## APPENDIX C: TAX INCREMENT FINANCING

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

### History of Tax Increment Financing:

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

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

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

### Type of Expenses Allowed:

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

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

- To construct or expand administration buildings for public bodies or police and fire buildings unless each taxing authority involved agrees,
- Any publicly-owned capital improvements which are not an integral part of the redevelopment if the improvements are normally financed by user fees, and if the improvements would have otherwise been made without the Redevelopment Agency within three years, or
- General government operating expenses unrelated to the Redevelopment Agency.

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

# APPENDIX D: RESOLUTION AND LEGAL DESCRIPTION

**Escambia County  
Clerk's Original**

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Dec. 11, 2014 Page 1

12/11/2014 5:34pm PCL

RESOLUTION NUMBER R2014-147

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, PURSUANT TO PART III, CHAPTER 163, FLORIDA STATUTES, RELATING TO COMMUNITY REDEVELOPMENT: FINDING THAT THERE IS A BLIGHTED AREA WITHIN ESCAMBIA COUNTY, FLORIDA, AND A SHORTAGE OF AFFORDABLE HOUSING FOR LOW AND MODERATE INCOME HOUSEHOLDS, SPECIFICALLY WITHIN THE OAKFIELD COMMUNITY; FINDING THAT REHABILITATION CONSERVATION, REDEVELOPMENT, OR A COMBINATION OF THESE IN THE OAKFIELD COMMUNITY IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY, MORALS, AND WELFARE OF THE RESIDENTS OF ESCAMBIA COUNTY; FINDING THAT THERE IS A NEED TO DESIGNATE OAKFIELD AS A REDEVELOPMENT AREA; AND PROVIDING FOR AN EFFECTIVE DATE.

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

**Section 1. Authority.** This Resolution is adopted pursuant to the provisions of Part III, Chapter 163, Florida Statutes, known as the "Community Redevelopment Act of 1969."

**Section 2. Definitions.** The definitions of the terms as provided in §163.340, Florida Statutes, are hereby adopted by reference whenever used or referred to in the Resolution. In addition, the term, "Proposed Oakfield Redevelopment Area" when used in this Resolution means the area within the boundaries of Escambia County, Florida, as outlined in the map and legal description attached hereto and incorporated herein as Exhibit A.

**Section 3. Findings and Determinations.** The Board of County Commissioners of Escambia County, Florida finds and determines as follows:

- a) The Board of County Commissioners finds that the area referred to as the "Proposed Oakfield Redevelopment Area" is a slum or blighted area which substantially impairs the sound growth of the County, and is a threat to the public health, safety, morals, and welfare of the residents of the County, and that the existence of blight further creates an economic and social liability by hindering development, discouraging private investment, reducing employment opportunities, retarding the construction and improvement of housing accommodations, causing an excessive proportion of expenditures for crime prevention and other forms of public services, and depressing the tax base.
- b) The Board of County Commissioners finds that a combination of rehabilitation, conservation and redevelopment of the area identified as the Proposed Oakfield Redevelopment Area is necessary in the interest of the public health, safety, morals, and welfare of the residents if the County in order to eliminate, remedy and prevent conditions of slum and blight.
- c) The Board of County Commissioners finds and determines that there

Date: 12/15/2014 Verified By: *J. Carver*

exists a need for the Community Redevelopment Agency created pursuant to Part I, Article VI, Section 78.151 of the Escambia County Code of Ordinances, to carry out redevelopment purposes pursuant to Part III, Chapter 163, Florida Statutes, in the Proposed Oakfield Redevelopment Area.

- d) The Board of County Commissioners finds and determines that the area described in Exhibit A and entitled Proposed Oakfield Redevelopment Area is appropriate for redevelopment projects and is hereby designated a Community Redevelopment Area.

**Section 4. Effective Date.** This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

Adopted this 11th day of December, 2014.

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

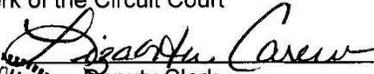
BY:   
Steven Barry, Chairman

Date Executed

12/11/2014

Attest:

PAM CHILDERS  
Clerk of the Circuit Court

By:   
Deputy Clerk



Approved as to form and legal sufficiency.

By/Title:   
Date: 11/21/14

EXHIBIT "A"

Legal Description  
Oakfield Redevelopment Area  
November 5, 2014

This description is intended solely for the purpose of identifying the Oakfield Redevelopment Area referenced in this ordinance and is not intended to be used when conveying or otherwise defining interests in real property.

Begin at the intersection of the North right-of-way line of Brent Lane (R/W varies) and the East right-of-way line of North Palafox Highway (R/W varies); thence run North along said East right-of-way line for 920 feet, more or less, to a point that is perpendicular to the most Southerly corner of that parcel of land recorded in Official Records Book 6362 at page 573 of the public records of Escambia County, Florida; thence run West for 115 feet, more or less, to said most Southerly corner of said parcel and the East right-of-way line of Pensacola Boulevard (125' R/W); thence run Northerly along the East right-of-way line of said Pensacola Boulevard (125' R/W) to the East right-of-way line of Interstate 10 Ramp (R/W varies); thence run Northeasterly along said Interstate 10 Ramp (R/W varies) right-of-way line to the South right-of-way line of Interstate 10 (R/W varies); thence run East along said South right-of-way line of Interstate 10 (R/W varies) and continue South along the West right-of-way line of Interstate 110 (R/W varies) to the aforesaid North right-of-way line of Brent Lane (R/W varies); thence run West along said North right-of-way line to the Point of Beginning.

**Findings of Necessity  
Proposed Oakfield Redevelopment Area**

**Introduction**

As directed by the Board of County Commissioners and Committee of the Whole, Escambia County Community & Environment Department/Community Redevelopment Agency prepared a Findings of Necessity report to support the proposed creation of an Oakfield Redevelopment Area. A map depicting the proposed redevelopment area and boundary description for the proposed area are presented as Exhibit A. Data obtained from UWF Haas Center for Business Research using 2010 U.S. Bureau of Census Population and Housing with 2014 forecasts and field surveys were used to formulate these findings. The following data and analysis support the legislative finding that conditions in the proposed redevelopment area meet the criteria of slum or blight as described in Florida Statute 163.340(7) or (8).

**Findings**

A “*blighted area*” is an area experiencing economic distress, endangerment to life or property due to the presence of a substantial number of deteriorated structures. The proposed area exhibits conditions of blight as defined in Florida Statute to include the following:

Finding 1: Predominance of defective or inadequate street layout, parking facilities, roadways, bridges, or public transportation facilities:

The proposed redevelopment area lacks public infrastructure to include adequate street layout, paved roads, stormwater management systems, and sanitary sewer service. While some of the area is served by sanitary sewer, other areas in the proposed are not served by a public sewer system which hinders reinvestment and redevelopment opportunities. The faulty lot layouts, lack of accessibility or usefulness of property, and marginal sewer service in the proposed redevelopment area supports the need for redevelopment.

Finding 2: Deterioration of site or other improvements:

Based upon windshield surveys conducted during 2014, there is a predominance of deteriorated or dilapidated housing in the proposed area. Single family residents were scored based upon a point system ranging from 1, Excellent Condition to 5, Dilapidated Condition. The housing conditions windshield survey results found 84% of the single family houses in the area fall in the categories of fair, poor, or dilapidated condition which means they require some form of repair or rehabilitation, show signs of

structural damage, or need of demolition. These houses show need for repair or rehabilitation as indicated by curling shingles and lack of energy related improvements and majority of the homes were constructed prior to 1977. The age and conditions of structures in the proposed area, indicates the houses are in need of updates, including energy related improvements.

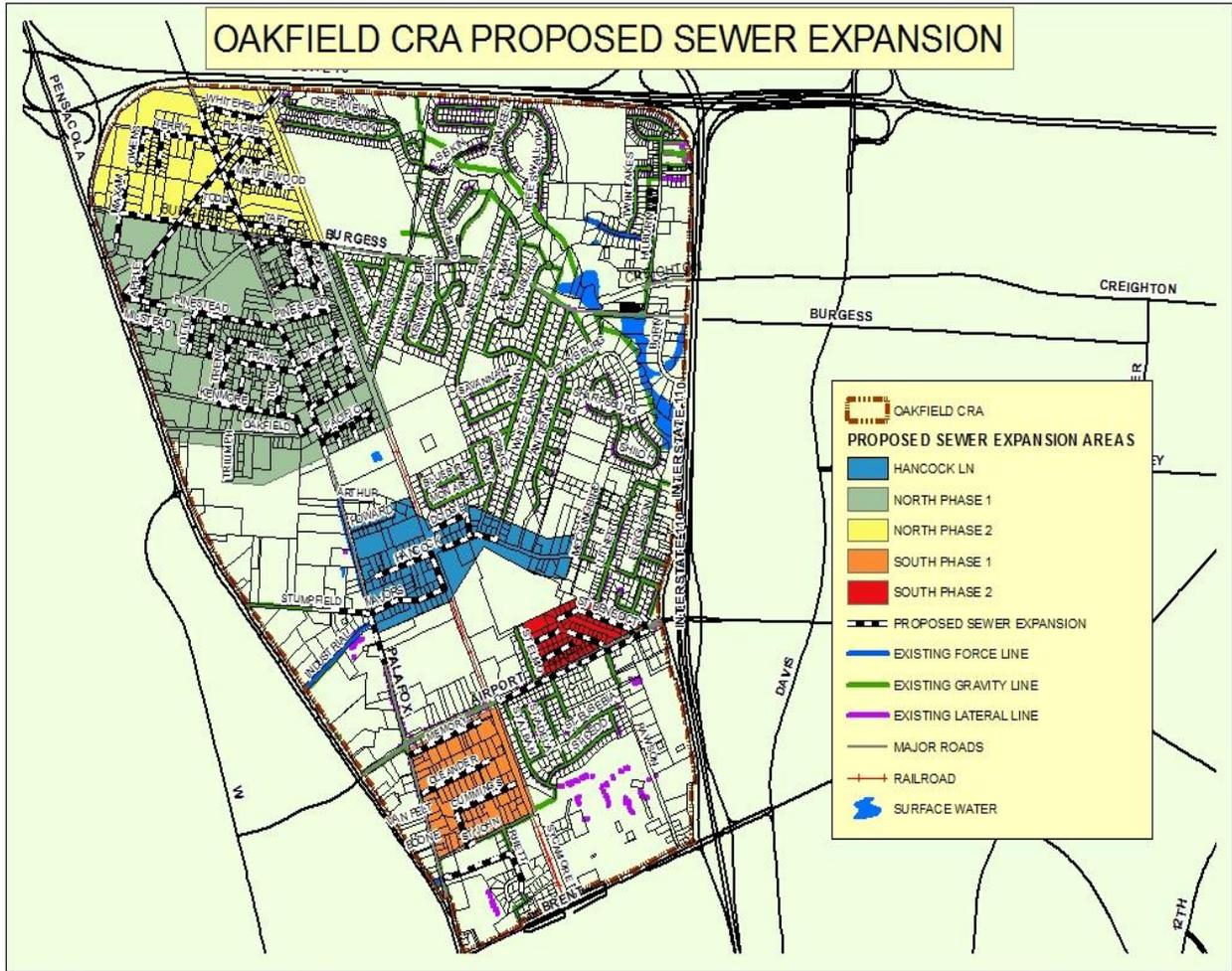
The residents' economic conditions indicate economic distress in the proposed Oakfield Area. This contributes to diminished re-investment and new development in the area as highlighted by the following:

- The average median owner-occupied housing value of \$105,000 in the proposed area compared to the County median of \$132,412.
- The average median household income in the area is \$34,700 compared to the County median income of \$42,100.

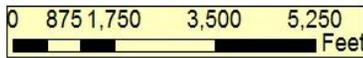
### **Summary**

Based upon the findings presented, the proposed redevelopment area exhibits conditions of slum or blight as defined by Florida Statutes. The condition of numerous structures within its boundaries, lack of public infrastructure, and the socio-economic characteristics of the residents all contribute to this recommendation. The proposed area would benefit from redevelopment programs and projects. A combination of rehabilitation, conservation, and redevelopment of the proposed area will support the elimination, prevention, and remedy of the conditions of slum and blight. The creation of a redevelopment area will serve to improve the condition of this blighted area and help bring much needed economic development to the area.

# APPENDIX E: MAP OF PROPOSED SEWER EXPANSIONS:



"This map/data was prepared by the Escambia County CRA and is provided for information purposes only. It is not to be used for development of construction plans or any type of engineering services based on the information depicted herein and is maintained for the function of this office only. It is not intended for conveyance, nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered."  
11/1/2016



**MAP OF PROPOSED SEWER EXPANSION FOR THE OAKFIELD REDEVELOPMENT AREA. ESCAMBIA COUNTY GIS, CRA STAFF**

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Oakfield Redevelopment Plan

Date: 07/12/17

Date due for placement on agenda: \_\_\_\_\_

Requested by Clara Long, Division Manager

Phone Number: 595-3596

.....  
(LEGAL DEPARTMENT USE ONLY)

Legal Review by M. Crawford

Date Received: 7/12/17

\_\_\_\_\_ Approved as to form and legal sufficiency.

\_\_\_\_\_ Not approved.

X Make subject to legal signoff.

Additional comments:

- approved as to form only
- Corrections needed to remove references to Brownsville CRA/  
incorrect resolutions/ordinances
- Marked draft returned to CRA for comment



County Attorney Meredith D. Crawford has reviewed and approved this agreement as to form and legal sufficiency.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This agreement will rescind the existing Board policy, Section 11 B17, in reference to the Computer Equipment Usage.

**IMPLEMENTATION/COORDINATION:**

The Information Technology Department will be responsible for the implementation and coordination.

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**Attachments**

Computer Equipment Usage Policy Revision

IT User Agreement ITUA

May 4, 2006, Regular BCC Meeting Minutes Page

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## **Board of County Commissioners Escambia County, Florida**

Title: Computer Equipment Usage Policy  
Date Adopted: June 23, 1998  
Effective Date: May 4, 2006  
Reference:  
Policy Superseded: June 23, 1998

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THIS POLICY sets forth procedures for the use of Computer Equipment (hardware, software, data, and peripherals) that is owned or operated (through license or otherwise) by Escambia County. This policy covers all County employee usage of Computer Equipment, including preparation of documents, spreadsheets, E-mail and similar materials, and access to online services (i.e. the Internet). All employees using Computer Equipment are required to read and comply with this policy. By using any item of Computer Equipment, County employees consent to all provisions of this Policy.

### **1. COMPUTER EQUIPMENT**

All employees using Computer Equipment shall use the equipment in compliance with this policy and for business purposes. Violations of this policy can result in disciplinary action up to and including termination of employment or contract, and may subject the violator to legal liability for improper use. The listing of acts prohibited under this policy shall include the following: (1) allowing Computer Equipment to be used by unauthorized persons; (2) operating or installing any privately-owned hardware or software on Computer Equipment; (3) installing any software, hardware or peripheral devices on Computer Equipment without County authorization from the Information Resources Department; (4) purchasing any software, hardware, service or peripheral devices without authorization from the Information Resources Department, regardless of funding source; ~~(4)~~ (5) operating or storing any data of Escambia County on unauthorized hardware or software, and ~~(5)~~ (6) using Computer Equipment in attempting to access or to access outside services (i.e. the Internet) without County authorization from the Information Resources Department.

### **2. MICROCOMPUTER SOFTWARE**

Escambia County purchases and licenses the use of copies of computer software from a variety of private companies. Escambia County does not own the copyrights to this software or its related documentation and, unless it is authorized by the software developer, Escambia County does not have the right to reproduce any copyrighted software for use on more than one County computer. On local area networks or multiple machines, Escambia County employees shall use the software only in accordance with the license agreement for that software. Any Escambia County employee with knowledge of any misuse of software shall notify his or her department manager or the Escambia County Attorney's office.

Escambia County does not condone the illegal duplication of software. According to the U.S. copyright law, persons illegally reproducing software can be subject to civil damages up to \$100,000 per work copied, and criminal penalties, including fines and imprisonment. Escambia County employees who make, acquire, or use unauthorized copies of computer software shall face disciplinary action which is deemed appropriate under the circumstances. Such disciplinary action may include termination of an employee's employment.

### **3. ELECTRONIC MAIL (E-MAIL) AND ONLINE SERVICES**

Electronic mail (E-mail) is defined as an office communications tool where electronic messages are prepared, sent, and retrieved on personal computers. Online services (i.e. the Internet) are defined as a communication tool where business information, reference materials, and messages are sent and retrieved electronically on personal computers.

Because of the unique nature of E-mail and Internet usage and Escambia County's desire to protect its interests with regard to its electronic records, the following rules have been established to address E-mail and Internet usage.

### **4. PUBLIC RECORDS E-MAIL**

All E-mail that is sent and received in connection with official County business is a public record under Florida law including any attachments or embedded "objects." E-mail users shall print official public record copies of certain E-mail messages to safeguard them. Deleting a public records E-mail message which has not been preserved on paper as a public record may be a violation of this policy and Florida law.

As official County records, E-mail and Internet records are subject to disclosure to law enforcement or government officials or to other third parties through public records requests, subpoenas, or by other legal processes. Employees should ensure that the business information contained in E-mail and Internet messages is accurate, appropriate, and lawful. E-mail messages and Internet records are to be treated like shared paper files, with the expectation that anything in them is available for review by authorized Escambia County representatives. E-mail and Internet messages sent by employees may not necessarily reflect the views of Escambia County or its elected or appointed officials.

### **5. SENDING E-MAIL**

The computer Equipment usage policy requires that E-mail users print a copy of all public records E-mail messages that are originated and sent to another individual, whether inside or outside the County, and then file the copies as they would ordinarily be filed as internal memos or external correspondence. This means that an E-mail message, if it pertains to a specific matter, may be filed in a case file. Alternatively, it may be filed in a general E-mail folder maintained either for yourself or your work group. (You may wish to consult your supervisor about your unit's filing policy). The most important thing is that the County must be able to retrieve any public records E-mail messages should a public records request be made.

## **6. RECEIVING E-MAIL**

As a County employee, you are not responsible for printing copies of E-mail messages you receive from others in the County unless the messages pertain to public records E-mail. However, you are responsible for printing and maintaining copies of E-mail that you receive from external sources including, but not limited to, the Internet, computer information services, and other state network connections.

If you wish to have support staff assist you in printing public records E-mail messages, you might consider routinely "copying" that person in all E-mail that you originate. If your public records E-mail message includes a file attachment, it too is likely to be a public record which must remain in the custody of the County.

## **7. GENERAL E-MAIL POLICY**

Escambia County owns the computer and software of the E-mail and Internet systems and permits you to use them in the performance of your employment duties. All E-mail and Internet records are official County records and should be transmitted only to individuals who have a business need to receive them. The E-mail, Internet, and other information systems of Escambia County shall not be used in a way that is disruptive, offensive to others, or harmful to morale. There shall be no display or transmission of sexually explicit images, messages, or cartoons, or any transmission or use of E-mail communications that contain ethnic slurs, racial epithets, or anything that may be construed as harassment or disparagement to others based on race, national origin, sex, sexual orientation, age, disability, or religious or political beliefs. The E-mail and Internet systems shall not be used to solicit or proselytize others for commercial ventures, religious or political causes, outside organizations, or other non-job-related solicitations.

Escambia County's E-mail and Internet systems are intended to be used for business purposes only; however, use for educational and personal development purposes is permissible within reasonable limits. Abuse of the E-mail or Internet systems, through excessive personal use, or use in violation of applicable laws or County policies, shall result in disciplinary action, up to and including termination of employment. While Escambia County does not intend to regularly review employees' E-mail and Internet records, employees have no right or expectation of privacy in E-mail or Internet communications and the County expressly reserves its right to disclose employee E-mail messages or Internet records without notification to or permission of the employee. As a condition of initial and continued employment, all employees consent to Escambia County's review and disclosure of employee E-mail messages and Internet records.

For the purposes of preserving County Internet-related resources, no sound files, or video files may be downloaded from the Internet without your supervisor's explicit prior verification of the official County need. Subscription to and/or participation in Internet, E-mail, or browser-based Usenet newsgroups also requires authorization from the Information Resources Department.

Employees are also reminded that log on and other passwords may not be shared with any third party, nor may they be shared with another employee, unless such password(s) is requested by an authorized management official of Escambia County. County personnel conducting Internet research that is confidential by law and/or attorney work product in nature should be aware that: (1) all home pages now have the ability to record visitors to the site and identify them at least by the agency, if not to the individual level, and (2) independent online repositories collect many Usenet and newsgroups postings for permanent retention and this data may be searched by third parties to identify authors by name and agency and to assemble profiles of all posting by a single author.

**8. EMPLOYEE SIGNING CLAUSE**

I have read the Computer Equipment Usage Policy Statement and agree to abide by its provisions and uphold its policies. I understand that I have no expectation of privacy in any Computer Equipment usage, electronic messages, reports, or documents written or received by me, and I understand that violation of the provisions stated in this policy may result in disciplinary action, up to and including termination of my employment. Violations of local, state, and federal laws may carry additional penalties.

Name: \_\_\_\_\_ Job Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# **Board of County Commissioners**

## **Escambia County, Florida**

Title: Information Technology Use Agreement (ITUA)  
Date Adopted: September 21, 2017  
Effective Date: September 21, 2017  
Reference:  
Policy Amended:

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Information Resources are provided by the Escambia County Board of County Commissioners (BCC) to support the business of local government. The term "Information Resources" includes all BCC hardware, software, data, information, network, computing devices, phones, and other information technology. To use BCC Information Resources, you agree to adhere to the provisions of this Policy Agreement (Agreement) which are established to ensure security and inform you of the conditions of use.

### **A. Purpose**

The purpose of this Agreement is to set forth the policies and procedures with respect to Internet, Computer, E-mail, and Information Resources, and to give specific and general authority to the Escambia County Information Technology Department (IT) with regard thereto. This Agreement is designed to protect the County, its employees, and its resources from the risks associated with the usage of Information Resources. The provisions of this Agreement are applicable to the County, its elected officials, officers, employees, and all Users of all County Information Resources.

### **B. Appropriate Use**

#### 1. Use for BCC Business

I understand that Information Resources are to be used primarily for the business of the BCC with exceptions limited to those provided by BCC Ethics Rules, Social Media Policy, and my department's policies. I understand that not all personal use of e-mail and the Internet is forbidden. Reasonable personal use is a privilege and is permitted consistent with the provisions of this Agreement and other applicable County policies. Non-County business related e-mail and internet usage is permitted, provided such use is brief, does not interfere with work, does not subject the County to any additional costs, and is otherwise consistent with the requirements set forth in this Agreement. With prior permission of his or her supervisor, an employee is permitted to briefly visit non-inappropriate sites during non-work time such as during break or lunch time. I understand that abuse of this privilege resulting in excessive or disruptive personal use or access to inappropriate sites may result in revocation of personal use privileges and disciplinary action.

#### 2. Approved Information Resources

I shall only use Information Resources owned, licensed, or being evaluated by the BCC to conduct BCC business. I shall not use my personal Information Resources for BCC government business at BCC facilities (excludes personal cell phones and tablets when authorized by your department). I shall not use Information Resources provided by a third party to conduct BCC business unless authorized by the BCC Information Technology (IT) department.

3. Protecting from Misuse & Damage

I shall use care in protecting against unauthorized access, misuse, theft, damage, or unauthorized modification of Information Resources. I shall not leave a workstation without first ensuring it is properly secured from unauthorized access. I shall use good judgment to safely transport and store Information Resources in and away from the workplace. I understand that while I am actively logged in to any BCC Information Resource device, I am solely responsible for all activity and all use of the BCC Information Resource. If I fail to secure my workstation and unauthorized access occurs, I understand that I will be deemed responsible for that access and that I may be subject to disciplinary action for the failure to secure Information Resources whether such failure results in unauthorized access.

4. Public Disclosure & Monitoring

I understand that any information created, accessed, or stored on Information Resources may be subject to public disclosure. The BCC reserves the right to monitor all use of Information Resources, including my e-mail and Internet use, and I have no right or expectation of privacy with respect to my use of Information Resources. Computer Passwords are for security purposes only and are no guarantee of the privacy or confidentiality of any user's utilization of County Information Resources.

**C. Prohibited Activities**

I understand that activities prohibited by this Agreement may not be permitted without the prior written approval of the IT Director. Prohibited activities include:

1. Unauthorized Disclosure of Confidential Information

I shall not disclose confidential information to unauthorized parties. Confidential information includes but is not limited to social security numbers, driver's license numbers, financial account information, credit card numbers, and personal health information. I acknowledge that certain information is confidential or discretionary by law, and it is my duty to protect that information from unauthorized disclosure.

2. Unauthorized Software

I shall not download or install any software outside of the BCC standards. Privately purchased or downloaded software without a legitimate BCC purpose or authorization is forbidden. Banned software includes, but is not limited to, sniffers, password crackers, games, screen savers, and peer to peer.

3. Violation of Law

I shall not use the Information Resources to violate any law, including copyright or other intellectual property law. I shall not copy, share or distribute software without authorization.

4. Unauthorized Use

I shall not permit unauthorized users to use the Information Resources that the BCC has provided me. I shall promptly report any unauthorized use to my manager or the IT Director.

5. Access

I shall not share my password or access code to BCC Information Resources with any other person. I shall not use another person's password or access code. I shall not access or attempt to access information for which I have no authorization or business need. I shall connect to the BCC network only through approved services (e.g. – Citrix and VPN are approved; a direct dial-up connection to a work PC modem is prohibited). I shall not access another person's email, workstation, or social media/networking account/address, if not specifically authorized to do so.

6. Remote Control

I shall not use any remote-control software or service on any internal or external host or systems not specifically approved by agency management, IT support, and the IT Director.

7. Circumvention of Security Measures

I shall not bypass or attempt to bypass measures in place to protect Information Resources from security threats and inappropriate use. I shall not disable software on computing devices designed to protect Information Resources.

8. Unauthorized Devices

I shall not place unauthorized computing or network devices on the BCC network (e.g. – computers, access points, etc.).

9. Unjustifiable Use of Resources

I shall not intentionally sustain high volume transactions or network traffic for non-business purposes. I shall not send or reply to messages that would negatively impact the performance of the email system (e.g. – “replying to all” on a message received in error or distributing chain letters). I shall refrain from actions that hinder others' use of Information Resources or that may increase BCC costs.

10. Harassment

I shall not use Information Resources to harass, intimidate, or threaten another person.

11. Inappropriate Material

I shall not use Information Resources to access or distribute any obscene, sexually explicit, pornographic, abusive, libelous, defamatory, or any other material deemed inappropriate for the workplace.

12. Disruptive Material

I shall not use Information Resources to access or distribute any material that is disruptive, offensive to others, harmful to morale, abusive, or that contains ethnic slurs, racial epithets, or anything that may be construed as harassment or disparagement to others based on race, national origin, sex, sexual orientation, age, disability, or religious or political beliefs. I shall not use Information Resources in any manner which reflects unfavorably upon the image of the County.

13. Identity

I shall not use Information Resources to impersonate another user or to mislead a recipient about one's identity.

14. Official Position

I shall not use Information Resources to communicate the BCC's official position on any matter, unless specifically authorized to make such statements on behalf of the BCC.

15. Solicitation

I shall not use Information Resources to solicit or proselytize others for commercial ventures, religious or political causes, or other non-work-related solicitations.

**D. Storage of Information**

I shall store BCC owned information only on BCC provided storage media. Storage of BCC information on non-BCC owned PCs, laptops, flash drives, CDs and other forms of media is prohibited. I shall not store BCC owned information resources on the Internet without express agency authorization. With appropriate authorization, I may access and store BCC email messages on my personal cell phone or tablet. The storage of personal or non-business music and video files on BCC provided storage is forbidden.

1. Adherence to Security Guidance

I shall ensure that security fixes and updates for my BCC provided resources are implemented consistently and promptly, as directed by IT.

2. Spam/Phishing Awareness

I shall be aware of the characteristics of spam and phishing messages. I shall recognize and dispose of spam/phishing messages appropriately. I shall never provide my login ID and password in response to an email or phone solicitation unless I have verified that the request is from the BCC or IT. I shall not risk a malware infection by navigating to links embedded in spam messages.

3. Violations & Uncertainty

I shall report violations of this Agreement to my manager or the IT Director upon learning of such violations. If I am uncertain whether an activity is permissible, I will refrain from the activity and obtain authorization from my manager before proceeding.

4. Violation of Policy Agreement

I am aware that any inappropriate use of Information Resources or my failure to comply with this Agreement may result in disciplinary action, up to and including immediate dismissal from employment, criminal prosecution where the act constitutes a violation of law, and an action for breach of contract if applicable. Additionally, users found to be in violation may be no longer permitted use of Information Resources.

5. Information Technology

The County Information Technology Department shall have the discretionary authority, as set forth herein, to audit, inspect, and/or log Information Resources and block non-work-related Internet access, consistent with this Agreement.

- a) Logged and Blocked Access. IT maintains the right to utilize software to identify and/or block access to Internet sites containing sexually explicit or other material deemed inappropriate for the workplace and to log all aspects of use of the County's Information Resources.
- b) Direct monitoring of Internet and e-mail usage may be conducted by IT at the request of any supervisor, the County Administrator, any County Official, the Human Resources Department, or the County Attorney's Office.

6. Communication of the Policy to Employees and Users of Information Resources

I understand this policy will be updated, as necessary, the BCC will make reasonable efforts to inform me of the changes. The Information Technology Department shall be responsible for ensuring that the Policy is updated from time to time as necessary. The Human Resources Department (HR) shall be responsible for communicating this Policy Agreement to all BCC elected officials, officers, and employees, and providing copies of this Policy Agreement to newly hired employees (including seasonal, recreational program employees). A copy of the signed Agreement shall be included in each employee's official HR file.

7. Receipt and Acknowledgement

I have been provided with a copy of the Information Resources Use Agreement. I have read the Agreement and agree to abide by its policies. I understand that I have no expectation of privacy in any usage of Information Resources. I understand that violation of the terms of this Agreement may result in disciplinary action, up to and including termination of my employment. Violations of local, state, and federal laws may carry additional penalties.

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Job Title/Department: \_\_\_\_\_ Date: \_\_\_\_\_

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

1-10. Approval of Various Consent Agenda Items – Continued

3. Taking the following action concerning traffic restriction/parking prohibition on Shoal Creek Drive, based on sight distance requirements (funds are budgeted in Fund 175, Transportation Trust Fund, Cost Center 211501 and Account Code 53401, for sign installations):

1846

- A. Adopting the Resolution for parking prohibition on Shoal Creek Drive, all times of day, seven days per week, beginning at the edge of travel on Davis Highway, continuing westerly 97 feet on the north side and 103 feet on the south side; and
- B. Authorizing the Chairman to sign the Resolution.

4. Approving the street name "Pino Drive," for a private road that runs southeast off the 500 Block of Lost Key Drive, 590 feet south of River Road; fifty-seven percent of the property owners signed the Street Name Petition; this private road is in Commission District 2.

1846

- \* 5. Adopting a revised Computer Equipment Usage Policy, Section II B17 of the Escambia County Board of County Commissioners' Policy Manual, effective May 4, 2006, which provides clarification on the acquisition and installation of computer equipment and supports the implementation of the Health Insurance Portability and Accountability Act (HIPAA) Security Rule.

1846

6. Amending the recommendation for action taken at the April 6, 2006, Board Meeting concerning the acceptance of the Conservation Easement between WCI Communities, Inc., (property Owner and Grantor), and Escambia County, Florida, (Grantee), to correct the acreage from .241 acres, to 2.936 (+/-) acres, due to a scrivener's error (the scrivener's error occurred only in the recommendation and not the Conservation Easement document).

1846





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

TO: Clerk & Comptroller's Finance Department  
FROM: Disposing Department: Tax Collector

COST CENTER NO: \_\_\_\_\_

Jennifer Miles \_\_\_\_\_ DATE: 9/8/17  
Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): J Miles Phone No: 850-438-6500

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

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	45510	Module Workstation - Call Center	N/A	N/A	1996	Poor
Y	45511	Module Workstation - Call Center	N/A	N/A	1996	Poor
Y	45512	Module Workstation - Call Center	N/A	N/A	1996	Poor
Y	45513	Module Workstation - Call Center	N/A	N/A	1996	Poor
Y	45514	Module Workstation - Call Center	N/A	N/A	1996	Poor
Y	45515	Module Workstation - Call Center	N/A	N/A	1996	Poor

Disposal Comments: Call center workstations have been uninstalled and re-installed multiple times; there are pieces missing from some units; repair parts difficult to fine due to age; workstations worn from years of use.

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: 09-08-2017  
FROM: Escambia County Department Director (Signature): J Miles  
Director (Print Name): Jennifer Miles, Chief Admin. Officer

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

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

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Tax Collector

COST CENTER NO: \_\_\_\_\_

Jennifer Miles

DATE: 9/8/17

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): 

Phone No: \_\_\_\_\_

850-438-6500

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

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	45517	Module Workstation - Call Center	N/A	N/A	1996	Poor
N		Module Workstation - Call Center	N/A	N/A	1996	Poor

Disposal Comments: Call center workstations have been uninstalled and re-installed multiple times; there are pieces missing from some units; repair parts difficult to find due to age; workstations worn from years of use.

INFORMATION TECHNOLOGY (IT Technician): \_\_\_\_\_

Print Name

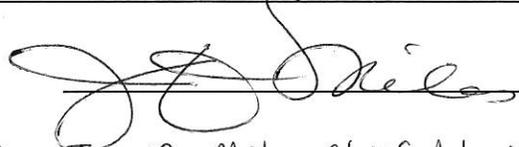
Conditions: \_\_\_\_\_ Dispose-Good Condition-Unusable for BOCC

\_\_\_\_\_ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: \_\_\_\_\_ Information Technology Technician Signature: \_\_\_\_\_

Date: 09-08-2017

FROM: Escambia County Department Director (Signature): 

Director (Print Name): \_\_\_\_\_

Jennifer Miles, Chief Admin. Officer

**RECOMMENDATION:**

TO: Board of County Commissioners

Meeting Date: \_\_\_\_\_

Approved by the County Commission and Recorded in the Minutes of:

\_\_\_\_\_  
Pam Childers, Clerk of the Circuit Court & Comptroller  
By (Deputy Clerk) \_\_\_\_\_

This Equipment Has Been Auctioned / Sold

by: \_\_\_\_\_

Print Name

Signature

Date

Property Tag Returned to Clerk & Comptroller's Finance Department

\_\_\_\_\_  
Clerk & Comptroller's Finance Signature of Receipt

\_\_\_\_\_  
Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction.

rev. sh 11.19.13

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

TO: Clerk & Comptroller's Finance Department  
 FROM: Disposing Department: Tax Collector COST CENTER NO: \_\_\_\_\_

Jennifer Miles DATE: 09/08/2017

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 850-438-6500

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

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	55345	Modular Workstation	N/A	N/A	2005	Good
Y	55346	Modular Workstation	N/A	N/A	2005	Good
Y	55347	Modular Workstation	N/A	N/A	2005	Good
Y	55763	Modular Workstation	N/A	N/A	2005	Good

Disposal Comments: \_\_\_\_\_

INFORMATION TECHNOLOGY (IT Technician): \_\_\_\_\_  
 Print Name

Conditions: \_\_\_\_\_ Dispose-Good Condition-Unusable for BOCC  
 \_\_\_\_\_ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: \_\_\_\_\_ Information Technology Technician Signature: \_\_\_\_\_

Date: 09-08-2017  
 FROM: Escambia County Department Director (Signature): 

Director (Print Name): Jennifer Miles, Chief Admin. Officer

**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-12909**

**County Administrator's Report 10. 12.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 09/21/2017

**Issue:** Noise Waiver for Fireworks Display at Portofino Island Resort,  
September 30, 2017

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

**Organization:** Building Services

**CAO Approval:** MC

---

**RECOMMENDATION:**

Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for a Fireworks Display for a Wedding Reception at the Portofino Island Resort on Pensacola Beach on September 30, 2017 - Tim Tolbert, Building Official/Department Director

That the Board review and approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance regarding Pensacola Beach, allowing the number of sound decibels to exceed 65 dbA (when measured by a sound level meter at or within the property boundary of the receiving land use), for a fireworks display at a wedding reception to be held at Portofino Island Resort and launched from a floating platform near the Portofino Pier on Pensacola Beach, on Saturday, September 30, 2017, from 9:45 p.m., to 9:55 p.m.

**BACKGROUND:**

Escambia County Noise Abatement Ordinance Number 2001-8 (Escambia County Code of Ordinances, Chapter 42, Article III., Noise), was adopted by the Board of County Commissioners (BCC) on March 1, 2001, for the purpose of protecting, preserving, and promoting the health, safety, welfare, peace and quiet of the citizens of Escambia County through the reduction, control, and prevention of loud and raucous noise, or any noise which unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety of reasonable persons of ordinary sensitivity. Subsequently, on August 3, 2001, the BCC adopted Escambia County Ordinance Number 2001-36 to amend Escambia County Ordinance Number 2001-8 in order to provide a means of exemption to the Noise Abatement Ordinance to allow a fair and just application of the Ordinance and grant limited waivers of the restrictions imposed by the Noise Abatement Ordinance to allow special outdoor events to take place in the community while still protecting the health, safety, and welfare of the citizens of Escambia County, and promoting an environment free from sound and noise disruptive of peace and good order. On July, 23, 2013, the BCC

adopted Escambia County Ordinance Number 2013-31 which states that the County has authority to regulate within its jurisdiction unreasonably loud noise based on decibel readings beyond certain limits and that providing for two different noise regulation standards within Escambia County is consistent with the Equal Protection Clause, so long as the division created is rationally related to a legitimate governmental objective. Again,

on January 16, 2014, the BCC of Escambia County adopted Escambia County Ordinance Number 2014-5, defining the core area of Santa Rosa Island and providing two different noise regulation standards for the areas of Santa Rosa Island that are primarily commercial businesses and the areas that are almost exclusively residential to better ensure the health, safety, welfare, tranquility, and peace of the public.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

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

**IMPLEMENTATION/COORDINATION:**

The Building Services Department will issue a Special Event permit for this exemption.

Upon Board approval, the Escambia County Sheriff's Office and the Fire Prevention Division of Fire-Rescue will be notified of the issuance of this waiver.

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**Attachments**

Application

Site Location

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

Development Services Bureau  
3300 N. Pace Blvd., Suite 300, Pensacola, FL 32505  
P. O. Box 17248  
Pensacola, FL 32522-7248  
(850) 595-3550 - Phone  
(850) 595-3512 - FAX  
[www.myescambia.com](http://www.myescambia.com)

<b>SPECIAL EVENT PERMIT</b>
<b>Waiver to Noise Ordinance</b>

<b>Permit Number:</b>	
<b>Building Permit Number:</b>	
<b>Approved By:</b>	<b>Date:</b>

<b>Applicant:</b> <i>Pyro Shows, Inc.</i>	<b>Phone Number:</b> <i>800-662-1331</i>
<b>Owner's Name:</b> <i>Lansden E Hill, Jr.</i>	<b>Phone Number:</b> <i>423-494-4202</i>
<b>Owner's Address:</b> <i>PO Box 1776</i>	
<b>City:</b> <i>LaFollette</i>	<b>State:</b> <i>TN</i>
<b>Job Address:</b> <i>400 Quitwater Beach Rd. Pensacola Beach FL, 32561</i>	<b>Zip Code:</b> <i>37766</i>
	<b>Lot or Apt. Number:</b>

<i>Limited Waiver Section Only</i>	
Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.	
<b>Date of Activity:</b> <i>9-30-2017</i>	<b>Description of Activity:</b>
<b>Beginning Time:</b> <i>9:45 pm</i>	<b>Ending Time:</b> <i>9:55 pm</i>
<i>Fireworks display at Portofino Island Resort</i>	

<b>Remarks or Comments:</b>

<b>Driving Directions:</b>

<b>Escrow Account Number:</b>	<b>Date:</b> <i>9/14/2017</i>
<b>Applicant Signature:</b> <i>Lansden E Hill, Jr.</i>	



**Show Name:** Wedding of Alexa Booth  
**Show Location:** Barge on Pensacola Bay Pensacola Beach, FL 32561  
**Show Date:** Saturday, September 30, 2017  
**Show Time:** ~9:45 PM  
**Rain Date:** N/A

**Maximim Shell Size:** 3"  
**Safety Fallout Radius:** 210'  
**Storage Required:** No  
**Diagram Created:** Monday, September 11, 2017  
**Created By:** LEH/aw



County. These certifications with their corresponding Project applications are due to HUD by September 28, 2017.

**BUDGETARY IMPACT:**

Not applicable. No County funding is being committed through these grant applications.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual has reviewed the forms for legal sufficiency.

**PERSONNEL:**

Not applicable.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board approval is needed to authorize the County Administrator to sign the Certification forms (Exhibit II).

**IMPLEMENTATION/COORDINATION:**

The Certification forms will be distributed to the ECOH before HUD's deadline.

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**Attachments**

EXHIBIT I Project Descriptions

EXHIBIT II Certification Forms

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## EXHIBIT I

### Project Descriptions for Consistency with the Consolidated Plan Certifications

1. EscaRosa Coalition on the Homeless – Homeless Management Information System (HMIS) – RENEWAL  
This is an HMIS Dedicated Project serving the Escambia and Santa Rosa County area. Currently, the HMIS Software provider is Mediware Systems. This system allows homeless service providers to have access to information on over 263,000 unduplicated clients across the entire state of Alabama and Escambia, Santa Rosa, Okaloosa, and Walton Counties with 503 active users, and covers 1415 active projects. \$143K
2. EscaRosa Coalition on the Homeless – CoC Planning Project – RENEWAL  
The CoC planning dollars are used to carry out Continuum of Care planning in both Escambia and Santa Rosa Counties. This planning is inclusive of data collection (including operating the HMIS system), holding monthly meetings with the coalition membership, undertaking activities to increase membership, continual review of outcomes and performance targets and updating plan goals and activities, and program policies and procedures as necessary. Other activities include coordination of the housing and homeless services in the two county area and conducting the annual PIT count. \$49K
3. EscaRosa Coalition on the Homeless - Centralized Coordinated Entry – RENEWAL  
This project will allow the agency to move into a larger facility expanding services and facilitating a smoother coordinated entry process. In an effort to minimize the burden placed on those seeking services and maximize the efficiency of day to day operations, we have providers interested in co-locating under one roof, creating a One Stop Shop for addressing a homeless person's needs. This grant will help us to move into a facility that will be easily accessible and more efficiently meet the needs of our individuals and families. \$20K
4. EscaRosa Coalition on the Homeless - Open Doors Coordinated Entry - NEW  
This proposed project is for additional funding for the agency to move into a larger facility. As we expand our street outreach work and Housing First approach to help those most in need, we have outgrown our current location. This grant will help us to move into a facility that will be easily accessible and more efficiently meet the needs of our individuals and families. It will also provide additional staffing for the HUD required Coordinated Entry intake and referral process. \$135K
5. Lakeview Center – Permanent Supportive Housing – RENEWAL  
This project serves chronically homeless adults and youth. The target population includes the most vulnerable of the chronic homeless with mental health disabilities. Project participants have a stable living environment with access to a full continuum of behavior Health services to build and maintain healthy lives. \$118K 12 beds.
6. Lakeview Center – Permanent Supportive Housing – RENEWAL  
This project serves chronically homeless adults and youth in both Santa Rosa and Escambia Counties. Permanent housing is provided for mental health disabilities, veterans, victims of domestic violence or HIV/Aids and those with substance abuse disorders who also have a mental health disability. \$273K 50 beds.

# Certification of Consistency with the Consolidated Plan

U.S. Department of Housing  
and Urban Development

I certify that the proposed activities/projects in the application are consistent with the jurisdiction's current, approved Consolidated Plan.  
(Type or clearly print the following information:)

Applicant Name: EscaRosa Coalition on the Homeless, Inc.

Project Name: Continuum of Care Planning - \$49,518

Location of the Project: 3702 North Pace Blvd  
Pensacola, FL 32505

Name of the Federal Program to which the applicant is applying: Continuum of Care Program

Name of Certifying Jurisdiction: Pensacola/Escambia FL-511 CoC

Certifying Official of the Jurisdiction Name: Jack R. Brown

Title: County Administrator

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form and legal sufficiency.

By/Title: [Signature]  
Date: 2/12/17

# Certification of Consistency with the Consolidated Plan

U.S. Department of Housing  
and Urban Development

I certify that the proposed activities/projects in the application are consistent with the jurisdiction's current, approved Consolidated Plan.  
(Type or clearly print the following information:)

Applicant Name: EscaRosa Coalition on the Homeless, Inc.

Project Name: Open Doors Centralized Coordinated Entry - \$135,000

Location of the Project: 3702 North Pace Blvd  
Pensacola, FL 32505

Name of the Federal Program to which the applicant is applying: Continuum of Care Program

Name of Certifying Jurisdiction: Pensacola/Escambia FL-511 CoC

Certifying Official of the Jurisdiction Name: Jack R. Brown

Title: County Administrator

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form and legal  
sufficiency

By/Title: [Signature]  
Date: 9/12/17

# Certification of Consistency with the Consolidated Plan

U.S. Department of Housing  
and Urban Development

I certify that the proposed activities/projects in the application are consistent with the jurisdiction's current, approved Consolidated Plan.  
(Type or clearly print the following information:)

Applicant Name: EscaRosa Coalition on the Homeless, Inc.

Project Name: Coordinated Entry - \$20,901

Location of the Project: 3702 North Pace Blvd  
Pensacola, FL 32505

Name of the Federal Program to which the applicant is applying: Continuum of Care Program

Name of Certifying Jurisdiction: Pensacola/Escambia FL-511 CoC

Certifying Official of the Jurisdiction Name: Jack R. Brown

Title: County Administrator

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form and legal  
sufficiency.

By/Title: K. D. [Signature]  
Date: 9/12/17

# Certification of Consistency with the Consolidated Plan

U.S. Department of Housing  
and Urban Development

I certify that the proposed activities/projects in the application are consistent with the jurisdiction's current, approved Consolidated Plan.  
(Type or clearly print the following information:)

Applicant Name: EscaRosa Coalition on the Homeless, Inc.

Project Name: HMIS Supportive Housing Project - \$143,974

Location of the Project: 3702 North Pace Blvd  
Pensacola, FL 32505

Name of the Federal Program to which the applicant is applying: Continuum of Care Program

Name of Certifying Jurisdiction: Pensacola/Escambia FL-511 CoC

Certifying Official of the Jurisdiction Name: Jack R. Brown

Title: County Administrator

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form and legal  
sufficiency.

By/Title: [Signature]  
Date: 09/12/17

# Certification of Consistency with the Consolidated Plan

U.S. Department of Housing  
and Urban Development

I certify that the proposed activities/projects in the application are consistent with the jurisdiction's current, approved Consolidated Plan.  
(Type or clearly print the following information:)

Applicant Name: Lakeview Center, Inc.

Project Name: Permanent Supportive Housing - 50 Beds \$273,341

Location of the Project: 1221 W. Lakeview Avenue

Pensacola, FL 32505

Name of the Federal Program to which the applicant is applying: Continuum of Care Program

Name of Certifying Jurisdiction: Pensacola/Escambia FL-511 CoC

Certifying Official of the Jurisdiction Name: Jack R. Brown

Title: County Administrator

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form and legal  
sufficiency.

By/Title: [Signature]  
Date: 8/12/17

# Certification of Consistency with the Consolidated Plan

U.S. Department of Housing  
and Urban Development

I certify that the proposed activities/projects in the application are consistent with the jurisdiction's current, approved Consolidated Plan.  
(Type or clearly print the following information:)

Applicant Name: Lakeview Center, Inc.

Project Name: New Permanent Supportive Housing - 12 Beds \$118,440

Location of the Project: 1221 W. Lakeview Avenue

Pensacola, FL 32505

Name of the Federal Program to which the applicant is applying: Continuum of Care Program

Name of Certifying Jurisdiction: Pensacola/Escambia FL-511 CoC

Certifying Official of the Jurisdiction Name: Jack R. Brown

Title: County Administrator

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form and legal sufficiency.

By/Title: [Signature]  
Date: 9/12/17



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

**AI-12833**

**County Administrator's Report 10. 14.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 09/21/2017

**Issue:** Scheduling a Public Hearing Concerning Proposed Grant Application for Federal Transit Administration (FTA) 5307 Funding for Operating and Capital

**From:** Mike Crittenden, Director, Mass Transit

**Organization:** Mass Transit

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning Scheduling a Public Hearing for the Fiscal Year 2017 Proposed Grant Application for Mass Transit Projects - Mike Crittenden, Mass Transit Department Director

That the Board authorize the scheduling of a Public Hearing for 5:31 p.m., on October 5, 2017, for the purpose of receiving comments from the general public concerning the Fiscal Year 2016-2017 proposed Grant Application by Escambia County Area Transit (ECAT), for Mass Transit Projects for Federal Transit Administration (FTA), Section 5307 Funds, Operating and Capital.

**BACKGROUND:**

FTA guidelines require that all applications for financial assistance from FTA be submitted after a public hearing is held for the purpose of receiving comments from the public concerning the Grant Program of Projects. Effective January 1, 2016, Grant Applications, Execution, and Grant Administration Progress Reports must be submitted electronically via the Transportation Award Management System (TRAMS).

The FTA publishes apportionments; Escambia County's partial apportionment for Section 5307 for FY 2017 is \$1,519,740. ECAT recommends that Escambia County apply for these apportionments by approving this application for the below Program of Projects.

**Program of Projects**

The Project Budget was developed in accordance with the latest Pensacola Urbanized Area Transportation Improvement Plan Update adopted by the Florida-Alabama Transportation Planning Organization (TPO). The budget for this Grant Application is as follows:

<b>Items</b>	<b>Project Cost</b>
Preventative Maintenance	\$500,000
ADA Paratransit Service	\$151,973
Operating Assistance	\$733,148
Safety and Security	\$15,198
5307 Baldwin County, AL Apportionment	\$119,421
<b>Balance</b>	<b>1,519,740</b>

The recommended Program of Projects is based on the following:

It is recommended the Escambia County apply to use FY 2017 5307 funds for Preventive Maintenance, ADA Paratransit Service, Baldwin County, AL portion, awarded by the FTA, 1% required allotment for Safety and Security, and the balance for Operating Assistance.

**BUDGETARY IMPACT:**

The grant application is for a total of \$1,519,740. Operating Assistance (\$733,148) requires a local 50/50 match of \$733,148.

Operating expenses will be reimbursed at 50% up to the allowed maximum of \$733,148. The local match is included in the FY 2017 Budget.

Preventative Maintenance, ADA Paratransit Service, Safety and Security, and Baldwin County 5307 Apportionment are Capital Assistance (\$786,592) requires a local 80/20 match of \$ 196,648, which will be covered by Florida Toll Revenue credits.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

No additional personnel will be required.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is based on the Board of County Commissioners Comprehensive Plan - Mass Transit Element.

**IMPLEMENTATION/COORDINATION:**

ECAT personnel will electronically file all required documentation; and will coordinate with the FTA and FDOT for all necessary funding activities covered by this Grant Application.

---

## Attachments

*No file(s) attached.*

---



**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

Upon approval, ECAT staff will submit the signed memo to FTA. The Mass Transit Director will be authorized to have a PIN and will have the ability to submit Federal Grant Applications; after the application received Board approval.

---

**Attachments**

TrAMS Memo

---



Board of County Commissioners • Escambia County, Florida

DESIGNATION OF SIGNATURE AUTHORITY

for the

TRANSIT AWARD MANAGEMENT SYSTEM

(TrAMS)

The officials identified below hereby authorize Mike Crittenden, Mass Transit Director to be assigned, and to use, a Personal Identification Number (PIN) in TrAMS in connection with the execution of the annual Certifications and Assurances issued by the Federal Transit Administration (FTA), submission of FTA grant applications, and the execution of FTA grant awards, in each case on their behalf and on behalf of Escambia County, FL.

Board of County Commissioners  
Escambia County, Florida

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

ATTEST: Pam Childers  
Clerk of the Circuit County

Approved as to form and legal  
sufficiency

By/Title: *Kristin Hual*

Date: 7/12/17

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

\_\_\_\_\_  
Kristin Hual  
Assistant County Attorney



None

**LEGAL CONSIDERATIONS/SIGN-OFF:**

None

**PERSONNEL:**

None

**POLICY/REQUIREMENT FOR BOARD ACTION:**

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

**IMPLEMENTATION/COORDINATION:**

NA

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**Attachments**

Email from Reverend Hudson

Resume

General Alert - Merit System Protection Board

---

**Judy H. Witterstaeter**

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**From:** Rev. Gene Hudson [genehudson@bellsouth.net]  
**Sent:** Friday, August 25, 2017 9:09 AM  
**To:** Judy H. Witterstaeter  
**Subject:** Escambia County Merit System Protection Board

Judy,

I am currently serving on the Escambia County Merit System Protection Board and would like to be considered for reappointment. Please reference my resume that you have on file. Thank you for your time and consideration.

Sincerely,  
Rev. Franklin (Gene) Hudson  
850-982-8242  
[genehudson@bellsouth.net](mailto:genehudson@bellsouth.net)

# FRANKLIN E. HUDSON (GENE)

1960 TILLMAN LANE, PENSACOLA, FL 32528  
BEST CONTACT NUMBER: 850-982-8242  
HOME NUMBER: 850-944-7300  
GENEHUDSON@BELLSOUTH.NET

## FOCUS

Serving as a Senior Pastor for the past 27 years, I am endlessly involved with my community. In addition to leading my church, visiting the sick and shut-ins, and participating in community outreaches, I also work with the local funeral homes. Whenever a bereaved family is without a Pastor, the funeral directors know that they can call me any time. I am here to help my community in any way possible.

## EMPLOYMENT

**1991 TO PRESENT** Pine Forest Assembly of God Church Cantonment, FL  
**SENIOR PASTOR**

- Hospital Visitation
- Community Outreach
- Assistant Sectional Presbyter
- Assistant Sectional Secretary Treasurer
- New Ministers Mentoring Program

**1988 TO 1991** Molino First Assembly of God Church Molino, FL  
**SENIOR PASTOR**

- Hospital Visitation
- Community Outreach
- Sectional Presbyter

**1986 TO 1991** James River Corporation Pensacola, FL  
**MECHANICAL TECHNICIAN**

- Maintenance
- Painter

## COMMUNITY INVOLVEMENT

**2004-2006** Warrington Assembly of God Church Warrington, FL  
**PROJECT MANAGER**

- Instrumental in helping reestablish Warrington Assembly of God Church following Hurricane Ivan.

**1997-2001 & 2003-2012** Teen Challenge International Pensacola, FL  
**ADVISORY BOARD MEMBER**

- Instrumental in helping Teen Challenge International establish a location in Pensacola

**1997-1998** Wedgewood Middle School Pensacola, FL  
**VICE PRESIDENT OF PTA**

- Served on the Parent Teacher Association Board

## REFERENCES

References available upon request.

**Judy H. Witterstaeter**

---

**From:** Community & Media Relations  
**Sent:** Friday, August 11, 2017 8:38 AM  
**To:** Judy H. Witterstaeter  
**Subject:** Appointee Sought for Escambia County Merit System Protection Board



News Center



[Click HERE to View in Browser](#)

## **Appointee Sought for Escambia County Merit System Protection Board**

The Escambia County Board of County Commissioners is seeking Escambia County residents interested in volunteering to be considered for an appointment to the Escambia County Merit System Protection Board.

Escambia County residents interested in being considered for a possible appointment on the Merit System Protection Board are asked to submit a resume and letter indicating their desire to serve by the close of business on Friday, Aug. 25. Resumes should be submitted to Judy Witterstaeter, Program Coordinator, Board of County Commissioners, P.O. box 1591, Pensacola, FL 32502, or emailed to [jhwitter@myescambia.com](mailto:jhwitter@myescambia.com).

***Please be aware that resumes submitted to a BCC agenda for consideration will become part of the official minutes and are subject to public records requests.***

### **Merit System Protection Board**

The MSPB was created to provide a fair and equitable mechanism for the expeditious review of appeals and grievances of the classified employees of the county before a non-partisan deliberative body. County Ordinance 2005-38 provides the means for a classified, permanent employee under the jurisdiction of the MSPB to appeal disciplinary actions, and that these employees may file an appeal or grievance for perceived violations of the ordinance or the rules. Presently, the classified employees under the jurisdiction of the Board of County Commissioners, the Sheriff's Office and the Supervisor of Elections are covered under the MSPB. The term of office of the member appointed by the BCC is two years.

## Qualifications of Board Members

No person shall be appointed to the Merit System Protection Board as a member who:

1. Has not been a resident of Escambia County for two or more years preceding the appointment to the MSPB.
2. Is holding an elective or appointive office in federal, state, county or municipal government provided that prior appointment as a member of the MSPB shall not disqualify a person from being reappointed.
3. Held political office in, or was a salaried or hourly employee of Escambia County, during the 12 months preceding appointment to the MSPB.
4. Is a member of the immediate family of a current employee or elected official of Escambia County.
5. Is a current officer of any union representing employees of Escambia County.
6. Is working for any vendor who has a current contractual agreement with any participating appointing authority.
7. Has been convicted of, or has had adjudication withheld of, a felony or any crime involving moral turpitude.

Qualifications must be maintained throughout the member's tenure, or the member must resign his position on the MSPB.

## Attendance

Any member of the MSPB shall be removed and replaced after being absent from more than three consecutive meetings during any calendar year. The MSPB shall determine whether any member's absence is unexcused.

## Compensation of Board Members

The MSPB members shall serve on a voluntary basis and not be financially compensated for their service.

## Meeting Schedule

MSPB meetings are held once per month on the second Tuesday; the meeting is generally less than one hour. Hours will vary depending on whether an appeal is being heard from an employee. If hearings are scheduled, they would be held immediately after the meeting. There has been less than one appeal/hearing in the past years.

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**Community and Media  
Relations**

Phone: [\(850\) 595-3476](tel:(850)595-3476)  
Email: [cmr@myescambia.com](mailto:cmr@myescambia.com)



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

AI-12869

County Administrator's Report 10. 1.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/21/2017

Issue: Write-Off of Accounts Receivable

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

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**RECOMMENDATION:**

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

That the Board adopt the Resolution authorizing the write-off of \$3,534,483.21, in Accounts Receivable that have been recorded in the Emergency Medical Service Fund of Escambia County and have been determined to be uncollectible bad debts.

This Resolution allows an accounting transaction to be recorded and in no way should be construed to be a forgiveness of debt. This Resolution includes write-offs from Emergency Medical Services (EMS) Ambulance Billings for the third quarter of Fiscal Year 2016-2017 for 7,620 accounts that have been through all phases of the billing and collection cycles, to include all primary and secondary insurance filing, private pay processing pre-collection letter(s), and/or referral to the secondary collection agency.

**BACKGROUND:**

This Resolution allows an accounting transaction to be recorded and in no way should be construed to be a forgiveness of debt. This Resolution includes write-offs from EMS Ambulance Billings for the 3rd quarter of Fiscal Year 2016-2017 for 7,620 accounts that have been through all phases of the billing and collection cycles, to include all primary and secondary insurance filing, private pay processing pre-collection letter(s), and /or referral to the secondary collection agency. All accounts have been with the secondary collection agency for at least 120 days. All avenues for collection have been exhausted and we are confident these accounts are truly uncollectible, and any further action would be unproductive.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Assistant County Attorney Kristen Hual has reviewed and approved the Resolution as to form and legal sufficiency.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Resolution

Attachment A

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RESOLUTION R2017-\_\_\_\_\_

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA; PROVIDING THAT CERTAIN ACCOUNTS OWED TO THE EMERGENCY MEDICAL SERVICE FUND SHALL BE WRITTEN OFF AS UNCOLLECTIBLE BAD DEBTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, certain accounts totaling \$3,534,483.21 are owed to the Emergency Medical Service Fund of Escambia County for services furnished as delineated in "Attachment A – BDWO 2016\_17Q3" and made part hereof by reference; and

WHEREAS, diligent efforts have been made to collect the amounts as shown on the attached list.

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

**Section 1.** That the foregoing recitals are true and correct and incorporated herein by reference.

**Section 2.** That the accounts receivable shall be written off as uncollectible bad debts. The above designations have been made solely to enable the Clerk of the Circuit Court and Comptroller to carry out her duties in accordance with generally accepted accounting principles. Escambia County does not waive any rights it may have to collect any of the above-referenced accounts receivable, including, but not limited to, use of a collection agency under contract to Escambia County.

**Section 3.** That all past efforts to designate these delinquent accounts receivable as bad debts are hereby ratified and approved.

**Section 4.** That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

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

ATTEST: Pam Childers  
Clerk of the Circuit Court

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

Approved as to form and legal  
sufficiency.

By/Title: \_\_\_\_\_

Date: \_\_\_\_\_

*K. K. [Signature]*  
9/12/17

Trip Date	#	Customer	Due
2007-01-11	Run 1,036		53.26
2009-09-04	Run 24,006		79.16
2009-09-15	Run 25,170		79.25
2009-09-17	Run 25,385		102.52
2009-09-22	Run 25,896		83.29
2009-10-23	Run 29,006		235.00
2009-11-04	Run 29,994		72.38
2009-11-14	Run 30,919		83.29
2009-11-20	Run 31,419		90.16
2009-11-21	Run 31,502		83.29
2009-11-28	Run 32,106		83.29
2009-11-29	Run 32,241		80.62
2009-12-02	Run 32,534		69.63
2009-12-09	Run 33,130		84.66
2009-12-15	Run 33,765		83.29
2009-12-21	Run 34,304		80.54
2009-12-25	Run 34,584		80.54
2009-12-26	Run 35,192		79.16
2009-12-28	Run 34,902		71.01
2009-12-30	Run 35,086		83.29
2010-01-05	Run 389		72.49
2010-01-08	Run 717		82.30
2010-01-17	Run 1,482		44.62
2010-01-19	Run 1,727		65.83
2010-01-28	Run 2,516		68.36
2010-02-13	Run 3,949		69.74
2010-02-16	Run 4,176		89.17
2010-02-26	Run 5,250		83.67
2010-03-04	Run 5,776		735.00
2010-03-05	Run 5,917		96.04
2010-03-05	Run 5,852		80.92
2010-03-25	Run 7,781		79.27
2010-03-29	Run 8,097		68.36
2010-04-23	Run 10,607		660.00
2010-04-24	Run 10,682		694.50
2010-05-06	Run 11,837		411.51
2010-05-24	Run 13,450		89.75
2010-05-26	Run 13,854		84.36
2010-06-03	Run 14,660		100.00
2010-06-14	Run 15,699		114.98
2010-06-19	Run 16,188		15.79
2010-06-22	Run 16,635		655.00
2010-06-24	Run 16,946		75.23
2010-07-18	Run 19,103		83.67
2010-07-28	Run 20,029		158.53
2010-08-01	Run 20,479		85.05

2010-08-03	Run 20,632	16.46
2010-08-04	Run 20,687	109.04
2010-08-05	Run 20,799	93.29
2010-08-07	Run 21,023	86.42
2010-08-09	Run 21,196	150.00
2010-08-13	Run 21,632	1,120.00
2010-08-13	Run 21,669	183.75
2010-08-13	Run 21,676	150.00
2010-08-14	Run 21,765	17.01
2010-08-17	Run 22,077	91.92
2010-08-19	Run 22,214	100.00
2010-08-20	Run 22,298	86.42
2010-08-25	Run 22,781	122.01
2010-08-26	Run 22,868	86.42
2010-08-30	Run 23,220	100.00
2010-08-30	Run 23,215	81.66
2010-09-02	Run 23,476	306.01
2010-09-04	Run 24,002	324.87
2010-09-07	Run 24,013	85.05
2010-09-08	Run 24,150	16.46
2010-09-14	Run 24,737	108.40
2010-09-16	Run 24,906	150.00
2010-09-19	Run 25,203	86.42
2010-09-20	Run 25,350	97.41
2010-09-24	Run 25,629	86.42
2010-09-25	Run 25,700	100.00
2010-09-25	Run 25,733	62.25
2010-09-29	Run 26,090	585.00
2010-09-29	Run 26,146	305.00
2010-09-30	Run 26,235	150.00
2010-09-30	Run 26,197	80.73
2010-10-03	Run 26,477	82.30
2010-10-04	Run 26,549	80.92
2010-10-05	Run 26,637	86.42
2010-10-05	Run 26,666	82.30
2010-10-09	Run 27,053	20.00
2010-10-10	Run 27,139	89.17
2010-10-16	Run 27,672	86.42
2010-10-16	Run 27,679	82.30
2010-10-17	Run 27,804	760.00
2010-10-17	Run 27,790	85.05
2010-10-18	Run 27,819	117.00
2010-10-19	Run 28,014	565.00
2010-10-24	Run 28,470	79.97
2010-10-25	Run 28,517	100.16
2010-10-26	Run 28,630	100.00
2010-10-28	Run 28,821	745.00

2010-10-29	Run 28,964	93.29
2010-10-31	Run 29,118	100.00
2010-10-31	Run 29,136	79.55
2010-10-31	Run 29,090	71.11
2010-10-31	Run 29,100	18.38
2010-11-02	Run 29,278	87.82
2010-11-02	Run 29,295	73.86
2010-11-03	Run 29,414	127.23
2010-11-04	Run 29,510	150.00
2010-11-06	Run 29,649	87.79
2010-11-06	Run 29,613	83.67
2010-11-06	Run 29,689	77.98
2010-11-07	Run 29,760	905.00
2010-11-07	Run 29,753	117.89
2010-11-08	Run 29,877	705.00
2010-11-08	Run 29,891	85.05
2010-11-09	Run 29,951	93.29
2010-11-14	Run 30,375	80.92
2010-11-15	Run 30,427	100.00
2010-11-16	Run 30,519	85.05
2010-11-16	Run 30,532	71.11
2010-11-17	Run 30,669	122.01
2010-11-18	Run 30,656	600.00
2010-11-19	Run 30,768	520.00
2010-11-19	Run 30,788	93.29
2010-11-20	Run 30,875	109.00
2010-11-20	Run 30,862	93.29
2010-11-21	Run 30,953	150.00
2010-11-21	Run 30,958	150.00
2010-11-21	Run 30,921	72.49
2010-11-22	Run 31,020	119.26
2010-11-22	Run 30,999	85.05
2010-11-24	Run 31,158	655.00
2010-11-24	Run 31,179	89.17
2010-11-26	Run 31,333	160.00
2010-11-28	Run 31,483	85.05
2010-11-28	Run 31,474	83.67
2010-11-30	Run 31,653	595.00
2010-11-30	Run 31,700	89.17
2010-12-02	Run 31,773	117.89
2010-12-04	Run 31,988	80.73
2010-12-05	Run 32,109	79.55
2010-12-07	Run 32,216	750.00
2010-12-08	Run 32,372	150.00
2010-12-10	Run 32,482	71.11
2010-12-12	Run 32,710	715.00
2010-12-12	Run 32,677	83.48

2010-12-17	Run 33,036	100.00
2010-12-19	Run 33,268	810.00
2010-12-19	Run 33,333	91.92
2010-12-22	Run 33,532	745.00
2010-12-26	Run 33,836	150.00
2010-12-27	Run 33,990	655.00
2010-12-27	Run 33,988	90.54
2010-12-28	Run 34,052	100.00
2010-12-31	Run 34,283	93.29
2011-01-03	Run 185	780.00
2011-01-05	Run 399	100.00
2011-01-07	Run 658	100.00
2011-01-10	Run 886	89.84
2011-01-24	Run 2,201	100.00
2011-01-27	Run 2,449	715.00
2011-02-06	Run 3,438	89.29
2011-02-14	Run 4,113	89.29
2011-02-27	Run 5,445	72.84
2011-02-28	Run 5,486	77.77
2011-03-19	Run 7,627	840.00
2011-03-27	Run 8,271	90.38
2011-03-29	Run 8,427	395.78
2011-03-31	Run 8,661	81.47
2011-04-09	Run 9,594	90.52
2011-04-13	Run 9,969	431.00
2011-04-13	Run 9,991	90.52
2011-04-19	Run 10,519	445.78
2011-04-19	Run 10,544	86.95
2011-05-05	Run 12,169	90.52
2011-05-17	Run 13,309	725.00
2011-06-03	Run 15,022	56.04
2011-06-08	Run 15,477	91.62
2011-06-12	Run 15,893	92.99
2011-06-15	Run 16,222	80.52
2011-07-06	Run 18,319	52.03
2011-07-11	Run 18,890	295.30
2011-07-21	Run 20,068	90.52
2011-10-13	Run 28,334	135.79
2011-10-20	Run 29,062	410.00
2011-10-22	Run 29,257	73.25
2011-11-14	Run 31,423	535.00
2011-11-15	Run 31,516	6.70
2011-12-02	Run 33,135	84.48
2011-12-05	Run 33,297	350.53
2011-12-06	Run 33,467	665.00
2011-12-07	Run 33,512	129.00
2011-12-14	Run 34,215	805.00

2011-12-25	Run 35,162	710.00
2011-12-28	Run 35,424	36.42
2012-01-17	Run 1,525	82.11
2012-01-21	Run 1,923	833.00
2012-02-05	Run 3,460	399.00
2012-02-22	Run 5,079	432.00
2012-03-02	Run 6,064	84.00
2012-03-28	Run 8,755	633.00
2012-05-08	Run 13,083	270.00
2012-05-21	Run 14,448	812.00
2012-06-09	Run 16,264	242.70
2012-06-15	Run 16,954	124.20
2012-07-05	Run 19,097	797.00
2012-07-24	Run 20,945	181.00
2012-07-26	Run 21,271	821.00
2012-09-11	Run 26,217	824.00
2012-09-15	Run 26,518	771.00
2012-09-17	Run 26,824	280.00
2012-09-21	Run 27,255	733.00
2012-10-24	Run 30,573	833.00
2012-10-30	Run 31,099	280.00
2012-11-02	Run 31,464	697.00
2012-11-17	Run 32,875	649.00
2012-11-25	Run 33,599	733.00
2012-11-26	Run 33,666	150.00
2012-11-28	Run 35,979	709.00
2012-12-22	Run 36,429	819.00
2013-01-01	Run 14	585.00
2013-01-02	Run 126	549.00
2013-01-07	Run 714	307.50
2013-01-07	Run 621	155.00
2013-01-13	Run 1,382	573.00
2013-01-24	Run 2,462	597.00
2013-01-24	Run 2,520	85.47
2013-01-28	Run 2,957	590.00
2013-01-31	Run 3,320	465.70
2013-01-31	Run 3,321	422.00
2013-03-12	Run 7,419	199.38
2013-03-16	Run 7,855	469.99
2013-03-16	Run 7,934	250.00
2013-03-18	Run 8,090	50.00
2013-03-20	Run 8,274	86.46
2013-03-21	Run 8,438	84.05
2013-03-23	Run 8,801	86.32
2013-03-31	Run 9,545	86.60
2013-04-02	Run 9,736	144.20
2013-04-07	Run 10,247	250.00

2013-04-10	Run 10,679	87.88
2013-04-16	Run 11,185	250.00
2013-04-21	Run 11,653	731.00
2013-05-05	Run 13,113	86.60
2013-05-07	Run 13,296	893.00
2013-05-11	Run 13,688	597.00
2013-05-18	Run 14,432	83.05
2013-05-19	Run 14,490	940.00
2013-05-19	Run 14,538	100.00
2013-05-25	Run 15,212	831.00
2013-05-31	Run 15,829	305.71
2013-06-01	Run 15,955	119.40
2013-06-01	Run 15,914	100.00
2013-06-04	Run 16,214	845.00
2013-06-10	Run 16,833	91.00
2013-06-13	Run 17,218	100.00
2013-06-16	Run 17,533	809.00
2013-06-23	Run 18,286	561.00
2013-06-26	Run 18,588	119.60
2013-06-29	Run 18,813	91.85
2013-07-02	Run 19,191	100.00
2013-07-03	Run 19,276	92.84
2013-07-04	Run 19,325	83.48
2013-07-07	Run 19,733	88.30
2013-07-09	Run 19,939	869.00
2013-07-10	Run 19,977	89.15
2013-07-13	Run 20,339	90.57
2013-07-15	Run 20,557	58.82
2013-07-16	Run 20,681	200.00
2013-07-17	Run 20,737	611.00
2013-07-19	Run 21,038	129.63
2013-07-19	Run 21,010	100.00
2013-07-22	Run 21,284	843.00
2013-07-24	Run 21,491	65.97
2013-07-27	Run 21,840	953.00
2013-07-29	Run 22,034	200.00
2013-08-07	Run 22,987	52.45
2013-08-08	Run 23,077	18.14
2013-08-15	Run 23,882	597.00
2013-08-16	Run 23,893	100.00
2013-08-19	Run 24,259	100.00
2013-08-22	Run 24,563	145.51
2013-08-22	Run 24,568	84.05
2013-08-27	Run 25,130	224.06
2013-09-01	Run 25,639	250.00
2013-09-07	Run 26,232	75.00
2013-09-08	Run 26,322	100.00

2013-09-09	Run 26,425	843.00
2013-09-15	Run 27,046	879.00
2013-09-23	Run 27,877	250.00
2013-09-25	Run 28,132	70.00
2013-09-29	Run 28,462	200.00
2013-09-29	Run 28,489	150.00
2013-10-10	Run 29,638	941.00
2013-10-15	Run 30,112	1,000.00
2013-10-22	Run 30,791	440.32
2013-10-22	Run 30,745	83.34
2013-11-01	Run 31,700	1,175.00
2013-11-11	Run 32,738	831.00
2013-11-25	Run 34,090	597.01
2013-11-29	Run 34,496	537.00
2014-01-01	Run 62	569.00
2014-01-17	Run 1,819	704.00
2014-01-19	Run 1,994	150.00
2014-01-21	Run 2,156	102.40
2014-01-25	Run 2,675	118.20
2014-02-01	Run 3,375	585.00
2014-02-02	Run 3,461	869.00
2014-02-02	Run 3,437	322.18
2014-02-02	Run 3,418	112.25
2014-02-03	Run 3,528	50.00
2014-02-09	Run 4,157	591.00
2014-02-12	Run 4,530	73.77
2014-02-18	Run 5,111	452.63
2014-02-21	Run 5,534	759.00
2014-02-21	Run 5,540	86.08
2014-02-22	Run 5,611	412.00
2014-02-22	Run 5,548	211.51
2014-03-22	Run 8,591	529.56
2014-04-10	Run 10,783	132.00
2014-04-12	Run 11,035	905.35
2014-04-12	Run 11,057	729.00
2014-04-23	Run 12,222	62.26
2014-05-08	Run 13,992	88.56
2014-05-30	Run 16,569	107.40
2014-06-06	Run 17,497	609.00
2014-06-07	Run 17,589	831.00
2014-06-14	Run 18,462	279.56
2014-06-25	Run 19,731	566.13
2014-06-29	Run 20,284	879.00
2014-06-29	Run 20,304	681.00
2014-06-30	Run 20,387	100.00
2014-07-02	Run 20,567	819.00
2014-07-08	Run 21,360	819.00

2014-07-14	Run 22,022	276.20
2014-07-26	Run 23,492	683.00
2014-08-01	Run 24,246	157.65
2014-08-07	Run 24,891	621.00
2014-08-17	Run 26,099	131.53
2014-08-25	Run 27,077	633.00
2014-09-01	Run 27,849	347.00
2014-09-09	Run 28,771	597.00
2014-09-10	Run 28,987	300.00
2014-09-11	Run 29,112	487.02
2014-09-16	Run 29,642	93.81
2014-09-20	Run 30,230	100.67
2014-09-21	Run 30,266	175.00
2014-09-22	Run 30,368	181.54
2014-09-26	Run 30,794	48.86
2014-09-27	Run 30,943	585.00
2014-10-01	Run 31,360	250.00
2014-10-02	Run 31,521	94.56
2014-10-04	Run 31,688	696.00
2014-10-11	Run 32,566	585.00
2014-10-21	Run 33,675	100.00
2014-10-26	Run 34,227	819.00
2014-10-26	Run 34,195	759.00
2014-10-26	Run 34,198	325.00
2014-11-02	Run 34,998	245.00
2014-11-07	Run 35,535	599.00
2014-11-15	Run 36,450	879.00
2014-11-15	Run 36,393	147.00
2014-11-15	Run 36,458	125.00
2014-11-22	Run 37,220	401.54
2014-12-01	Run 38,248	95.96
2014-12-02	Run 38,364	361.00
2014-12-02	Run 38,266	83.33
2014-12-03	Run 38,527	150.00
2014-12-05	Run 38,711	733.00
2014-12-05	Run 38,776	113.37
2014-12-11	Run 39,440	833.00
2014-12-13	Run 39,545	15.00
2014-12-16	Run 39,907	490.00
2014-12-25	Run 40,941	250.00
2014-12-28	Run 41,222	891.00
2015-01-01	Run 1	771.00
2015-01-02	Run 266	939.00
2015-01-03	Run 229	150.00
2015-01-05	Run 549	691.00
2015-01-06	Run 545	609.00
2015-01-07	Run 762	551.00

2015-01-15	Run 1,639	501.55
2015-01-16	Run 1,695	397.00
2015-01-24	Run 2,622	319.54
2015-01-26	Run 2,724	230.17
2015-02-01	Run 3,066	678.92
2015-02-02	Run 3,227	140.80
2015-02-07	Run 3,896	387.05
2015-02-12	Run 4,501	150.00
2015-02-13	Run 4,525	150.00
2015-02-14	Run 4,721	368.90
2015-02-16	Run 4,917	327.30
2015-02-17	Run 5,018	240.00
2015-02-19	Run 5,188	280.00
2015-02-20	Run 5,335	787.00
2015-02-21	Run 5,375	50.00
2015-02-22	Run 5,510	125.00
2015-02-23	Run 5,748	573.00
2015-02-24	Run 5,723	402.00
2015-02-25	Run 5,907	90.62
2015-02-27	Run 6,123	144.14
2015-02-27	Run 6,048	75.00
2015-03-05	Run 6,853	585.89
2015-03-05	Run 6,813	541.00
2015-03-05	Run 6,856	351.84
2015-03-05	Run 6,805	125.00
2015-03-07	Run 7,094	831.00
2015-03-07	Run 7,006	274.62
2015-03-09	Run 7,253	72.78
2015-03-11	Run 7,474	771.00
2015-03-13	Run 8,089	965.00
2015-03-25	Run 9,258	241.84
2015-03-31	Run 9,973	121.80
2015-04-17	Run 11,838	367.00
2015-04-19	Run 12,118	86.55
2015-05-16	Run 15,210	100.37
2015-05-16	Run 15,126	89.61
2015-05-22	Run 15,961	200.00
2015-05-23	Run 16,033	747.00
2015-05-27	Run 16,491	60.00
2015-05-29	Run 16,689	621.00
2015-05-29	Run 16,673	409.45
2015-05-29	Run 16,661	368.00
2015-05-31	Run 16,885	125.00
2015-06-01	Run 16,935	100.00
2015-06-06	Run 17,666	807.00
2015-06-08	Run 17,946	434.00
2015-06-11	Run 18,244	747.00

2015-06-19	Run 19,233	669.00
2015-06-20	Run 19,315	915.00
2015-06-21	Run 19,447	297.77
2015-06-21	Run 19,433	87.43
2015-06-24	Run 19,790	50.00
2015-06-25	Run 20,043	98.00
2015-06-28	Run 20,291	1,073.00
2015-06-28	Run 20,271	661.00
2015-06-30	Run 20,522	300.00
2015-07-01	Run 20,645	597.00
2015-07-08	Run 21,414	109.38
2015-07-09	Run 21,539	50.00
2015-07-11	Run 21,971	506.80
2015-07-11	Run 21,843	83.40
2015-07-12	Run 21,896	533.00
2015-07-16	Run 22,418	250.00
2015-07-17	Run 22,508	556.71
2015-07-18	Run 22,649	150.00
2015-07-20	Run 22,841	213.00
2015-07-22	Run 23,015	673.00
2015-07-27	Run 23,597	268.26
2015-07-27	Run 23,585	88.01
2015-07-28	Run 23,689	50.00
2015-07-29	Run 23,875	92.22
2015-07-31	Run 24,015	122.50
2015-08-06	Run 24,696	356.43
2015-08-07	Run 24,842	92.41
2015-08-13	Run 25,574	758.00
2015-08-14	Run 25,613	533.00
2015-08-14	Run 25,625	38.72
2015-08-16	Run 25,878	60.00
2015-08-19	Run 26,193	150.00
2015-08-20	Run 26,282	633.00
2015-08-22	Run 26,515	795.00
2015-08-24	Run 26,830	116.99
2015-08-24	Run 26,828	108.00
2015-08-27	Run 27,104	125.00
2015-08-27	Run 27,121	84.66
2015-08-28	Run 27,295	247.76
2015-08-31	Run 27,538	795.00
2015-09-01	Run 27,692	150.00
2015-09-06	Run 28,473	76.71
2015-09-08	Run 28,488	144.21
2015-09-10	Run 28,700	560.11
2015-09-13	Run 29,007	831.00
2015-09-14	Run 29,219	281.16
2015-09-15	Run 29,303	886.00

2015-09-20	Run 29,821	118.91
2015-09-21	Run 29,923	771.00
2015-09-28	Run 30,685	639.00
2015-09-29	Run 30,744	756.00
2015-09-29	Run 30,813	619.89
2015-09-29	Run 30,852	223.73
2015-10-04	Run 31,319	605.00
2015-10-05	Run 31,422	657.00
2015-10-07	Run 31,709	125.00
2015-10-07	Run 31,644	81.36
2015-10-08	Run 31,798	823.00
2015-10-09	Run 31,879	129.60
2015-10-10	Run 31,983	408.37
2015-10-10	Run 32,026	81.12
2015-10-12	Run 32,205	150.00
2015-10-12	Run 32,293	99.64
2015-10-13	Run 32,453	561.00
2015-10-13	Run 32,325	8.84
2015-10-14	Run 32,435	85.24
2015-10-15	Run 32,561	621.00
2015-10-16	Run 32,624	93.68
2015-10-16	Run 32,657	87.86
2015-10-20	Run 33,142	20.48
2015-10-21	Run 33,234	794.46
2015-10-21	Run 33,274	98.19
2015-10-22	Run 33,294	75.00
2015-10-22	Run 33,341	41.00
2015-10-23	Run 33,480	90.62
2015-10-24	Run 33,581	73.51
2015-10-25	Run 33,668	108.00
2015-10-26	Run 33,776	87.86
2015-10-27	Run 33,856	672.79
2015-10-27	Run 33,859	150.00
2015-10-30	Run 34,279	91.93
2015-10-31	Run 34,398	875.91
2015-11-01	Run 34,417	789.00
2015-11-01	Run 34,467	85.02
2015-11-02	Run 34,517	715.22
2015-11-02	Run 34,566	197.08
2015-11-02	Run 34,533	100.95
2015-11-03	Run 34,601	130.00
2015-11-04	Run 34,830	730.00
2015-11-04	Run 34,772	13.73
2015-11-05	Run 34,932	876.00
2015-11-06	Run 35,044	837.00
2015-11-10	Run 35,457	275.00
2015-11-13	Run 35,820	681.00

2015-11-14	Run 35,962	300.00
2015-11-15	Run 35,977	869.00
2015-11-17	Run 36,247	272.00
2015-11-17	Run 36,253	175.00
2015-11-17	Run 36,279	134.92
2015-11-18	Run 36,325	424.97
2015-11-22	Run 36,888	299.00
2015-11-23	Run 36,947	98.19
2015-11-25	Run 37,102	20.00
2015-11-26	Run 37,251	669.00
2015-11-27	Run 37,263	248.81
2015-11-29	Run 37,443	109.80
2015-11-29	Run 37,456	20.00
2015-12-01	Run 37,734	874.00
2015-12-01	Run 37,775	106.91
2015-12-02	Run 37,753	549.00
2015-12-02	Run 37,783	167.40
2015-12-03	Run 37,970	430.00
2015-12-03	Run 37,856	333.00
2015-12-04	Run 37,985	98.48
2015-12-05	Run 38,106	136.00
2015-12-06	Run 38,245	591.00
2015-12-06	Run 38,244	118.20
2015-12-09	Run 38,644	975.00
2015-12-10	Run 38,613	783.00
2015-12-12	Run 39,118	86.30
2015-12-12	Run 38,861	80.05
2015-12-14	Run 39,110	1,000.00
2015-12-15	Run 39,248	857.00
2015-12-17	Run 39,470	855.00
2015-12-17	Run 39,442	537.00
2015-12-17	Run 39,456	250.00
2015-12-19	Run 39,655	857.00
2015-12-19	Run 39,593	76.68
2015-12-20	Run 39,712	84.52
2015-12-21	Run 39,889	149.65
2015-12-21	Run 39,848	102.71
2015-12-21	Run 39,893	75.00
2015-12-23	Run 40,105	117.00
2015-12-24	Run 40,143	7.10
2015-12-26	Run 40,859	857.00
2015-12-26	Run 40,356	857.00
2015-12-26	Run 40,317	157.77
2015-12-28	Run 40,588	585.00
2015-12-28	Run 40,578	94.55
2015-12-29	Run 40,843	100.00
2015-12-30	Run 40,853	795.00

2015-12-31	Run 41,007	450.21
2016-01-01	Run 39	879.00
2016-01-02	Run 165	821.00
2016-01-02	Run 87	759.00
2016-01-03	Run 300	124.20
2016-01-03	Run 228	75.00
2016-01-04	Run 417	697.00
2016-01-04	Run 344	597.00
2016-01-07	Run 733	917.00
2016-01-07	Run 695	683.73
2016-01-07	Run 667	275.00
2016-01-07	Run 648	76.65
2016-01-08	Run 804	657.00
2016-01-08	Run 792	597.00
2016-01-11	Run 1,143	537.00
2016-01-11	Run 1,153	200.00
2016-01-12	Run 1,144	250.00
2016-01-12	Run 1,239	250.00
2016-01-14	Run 1,436	771.00
2016-01-14	Run 1,518	225.00
2016-01-15	Run 1,851	651.00
2016-01-15	Run 1,527	275.00
2016-01-16	Run 1,735	867.00
2016-01-16	Run 1,721	843.00
2016-01-16	Run 1,688	161.40
2016-01-18	Run 1,843	759.00
2016-01-18	Run 1,973	275.00
2016-01-19	Run 2,042	745.00
2016-01-19	Run 2,057	461.00
2016-01-19	Run 1,975	412.45
2016-01-19	Run 2,051	225.00
2016-01-19	Run 2,320	154.70
2016-01-19	Run 2,060	136.00
2016-01-19	Run 1,987	87.65
2016-01-21	Run 2,251	553.00
2016-01-21	Run 2,228	140.20
2016-01-22	Run 2,369	123.00
2016-01-23	Run 2,417	747.00
2016-01-25	Run 2,635	168.41
2016-01-26	Run 2,735	309.85
2016-01-26	Run 2,831	215.00
2016-01-27	Run 2,935	364.64
2016-01-27	Run 2,929	225.00
2016-01-27	Run 2,882	121.24
2016-01-28	Run 3,067	121.80
2016-01-29	Run 3,164	121.55
2016-01-30	Run 3,288	721.00

2016-01-31	Run 3,403	250.00
2016-02-02	Run 3,547	855.00
2016-02-02	Run 3,532	225.00
2016-02-02	Run 3,559	9.64
2016-02-03	Run 3,681	784.00
2016-02-03	Run 3,731	430.02
2016-02-03	Run 3,704	158.60
2016-02-03	Run 3,648	120.50
2016-02-03	Run 3,685	92.80
2016-02-04	Run 3,766	585.00
2016-02-04	Run 3,774	225.00
2016-02-04	Run 3,805	100.00
2016-02-05	Run 3,852	150.00
2016-02-06	Run 3,990	951.00
2016-02-06	Run 3,972	700.00
2016-02-06	Run 3,994	124.86
2016-02-08	Run 4,246	797.00
2016-02-08	Run 4,214	600.00
2016-02-09	Run 4,360	44.00
2016-02-10	Run 4,347	915.00
2016-02-10	Run 4,451	721.00
2016-02-10	Run 4,453	561.00
2016-02-10	Run 4,425	335.14
2016-02-11	Run 4,571	829.00
2016-02-11	Run 5,516	25.00
2016-02-13	Run 4,762	421.00
2016-02-14	Run 4,853	468.59
2016-02-14	Run 4,863	300.00
2016-02-15	Run 4,982	993.00
2016-02-15	Run 5,019	795.00
2016-02-15	Run 5,047	633.00
2016-02-15	Run 5,028	175.00
2016-02-16	Run 5,148	250.00
2016-02-18	Run 5,418	757.00
2016-02-18	Run 5,279	745.00
2016-02-18	Run 5,349	284.84
2016-02-18	Run 5,303	115.36
2016-02-18	Run 5,382	20.00
2016-02-19	Run 5,486	697.00
2016-02-19	Run 5,411	50.00
2016-02-19	Run 5,464	42.00
2016-02-20	Run 5,601	597.00
2016-02-20	Run 5,686	136.00
2016-02-20	Run 5,589	92.28
2016-02-22	Run 5,804	742.98
2016-02-22	Run 5,820	10.00
2016-02-24	Run 6,046	250.00

2016-02-25	Run 6,157	772.88
2016-02-25	Run 6,297	633.00
2016-02-25	Run 6,123	537.00
2016-02-25	Run 6,146	96.14
2016-02-25	Run 6,144	96.03
2016-02-26	Run 6,333	891.00
2016-02-27	Run 6,409	783.00
2016-02-27	Run 6,439	549.00
2016-02-29	Run 6,626	649.00
2016-02-29	Run 6,634	567.79
2016-03-01	Run 6,721	573.00
2016-03-01	Run 6,793	250.00
2016-03-01	Run 6,774	156.95
2016-03-02	Run 6,802	831.00
2016-03-02	Run 6,799	65.48
2016-03-03	Run 7,031	795.00
2016-03-03	Run 7,013	585.00
2016-03-05	Run 7,209	510.60
2016-03-05	Run 7,208	225.00
2016-03-07	Run 7,366	573.00
2016-03-08	Run 7,530	831.00
2016-03-08	Run 7,558	763.00
2016-03-08	Run 7,620	561.00
2016-03-08	Run 7,614	92.14
2016-03-09	Run 7,708	621.00
2016-03-09	Run 7,669	245.00
2016-03-09	Run 7,643	116.60
2016-03-10	Run 7,821	929.00
2016-03-10	Run 7,839	783.00
2016-03-10	Run 7,795	271.66
2016-03-10	Run 7,749	250.00
2016-03-10	Run 7,732	48.38
2016-03-11	Run 7,949	250.00
2016-03-11	Run 7,893	161.00
2016-03-11	Run 7,849	150.00
2016-03-12	Run 8,023	633.00
2016-03-13	Run 8,117	831.00
2016-03-14	Run 8,323	857.00
2016-03-15	Run 8,393	107.40
2016-03-16	Run 8,540	150.00
2016-03-16	Run 8,446	101.17
2016-03-17	Run 8,559	129.00
2016-03-18	Run 8,725	625.74
2016-03-18	Run 8,640	300.00
2016-03-19	Run 8,816	809.00
2016-03-19	Run 8,808	807.00
2016-03-20	Run 8,969	250.00

2016-03-20	Run 8,982	94.74
2016-03-21	Run 9,009	855.00
2016-03-21	Run 9,019	561.00
2016-03-21	Run 8,978	99.81
2016-03-22	Run 9,118	857.00
2016-03-22	Run 9,144	809.00
2016-03-22	Run 9,169	795.00
2016-03-22	Run 9,193	156.20
2016-03-23	Run 9,258	621.00
2016-03-23	Run 9,242	314.32
2016-03-24	Run 9,359	893.00
2016-03-24	Run 9,343	843.00
2016-03-25	Run 9,491	275.00
2016-03-25	Run 9,422	168.60
2016-03-25	Run 9,442	75.00
2016-03-26	Run 9,602	831.00
2016-03-26	Run 9,523	215.75
2016-03-27	Run 9,681	135.43
2016-03-27	Run 9,744	79.30
2016-03-28	Run 9,738	508.00
2016-03-29	Run 9,870	209.40
2016-03-29	Run 9,881	118.45
2016-03-30	Run 9,973	833.00
2016-03-30	Run 10,014	745.00
2016-03-30	Run 10,060	225.00
2016-03-31	Run 10,146	855.00
2016-03-31	Run 10,148	747.00
2016-03-31	Run 10,121	580.00
2016-03-31	Run 10,154	141.00
2016-04-01	Run 10,313	783.00
2016-04-01	Run 10,309	717.00
2016-04-01	Run 10,297	591.00
2016-04-01	Run 10,283	250.00
2016-04-01	Run 10,229	75.00
2016-04-02	Run 10,395	597.00
2016-04-02	Run 10,422	205.00
2016-04-02	Run 10,333	109.38
2016-04-03	Run 10,878	1,021.00
2016-04-03	Run 10,472	841.00
2016-04-03	Run 10,475	833.00
2016-04-03	Run 10,449	771.00
2016-04-03	Run 10,450	549.00
2016-04-03	Run 10,534	549.00
2016-04-03	Run 10,430	537.00
2016-04-03	Run 10,561	350.00
2016-04-03	Run 10,583	183.00
2016-04-03	Run 10,489	111.54

2016-04-03	Run 10,480	100.00
2016-04-03	Run 10,505	100.00
2016-04-04	Run 10,595	573.00
2016-04-04	Run 10,629	549.00
2016-04-04	Run 10,683	275.00
2016-04-05	Run 10,718	765.00
2016-04-05	Run 10,705	250.00
2016-04-05	Run 10,760	200.00
2016-04-06	Run 10,789	747.00
2016-04-06	Run 10,902	91.56
2016-04-07	Run 11,019	783.00
2016-04-07	Run 10,927	150.00
2016-04-07	Run 10,995	123.00
2016-04-07	Run 11,018	121.80
2016-04-07	Run 10,960	101.00
2016-04-08	Run 11,117	831.00
2016-04-08	Run 11,097	601.00
2016-04-08	Run 11,096	541.00
2016-04-09	Run 11,277	807.00
2016-04-09	Run 11,171	783.00
2016-04-09	Run 11,207	709.00
2016-04-09	Run 11,143	100.00
2016-04-10	Run 11,367	809.00
2016-04-10	Run 11,340	151.40
2016-04-11	Run 11,462	963.00
2016-04-11	Run 11,483	821.00
2016-04-11	Run 11,456	621.00
2016-04-11	Run 11,502	196.50
2016-04-11	Run 11,444	108.47
2016-04-12	Run 11,610	795.00
2016-04-12	Run 11,599	573.00
2016-04-12	Run 11,537	537.00
2016-04-12	Run 11,565	136.00
2016-04-12	Run 11,614	134.81
2016-04-13	Run 11,623	855.00
2016-04-13	Run 11,663	137.89
2016-04-13	Run 11,666	100.00
2016-04-14	Run 11,742	747.00
2016-04-14	Run 11,724	151.28
2016-04-14	Run 11,741	94.31
2016-04-14	Run 11,796	50.00
2016-04-15	Run 11,879	905.00
2016-04-15	Run 11,865	797.00
2016-04-15	Run 11,851	781.00
2016-04-15	Run 11,958	771.00
2016-04-15	Run 11,862	555.77
2016-04-15	Run 11,936	163.40

2016-04-15	Run 11,895	92.86
2016-04-15	Run 11,943	37.92
2016-04-16	Run 12,020	81.18
2016-04-17	Run 12,129	977.00
2016-04-17	Run 12,286	929.00
2016-04-17	Run 12,178	807.00
2016-04-17	Run 12,112	771.00
2016-04-17	Run 12,090	769.00
2016-04-17	Run 12,079	673.00
2016-04-17	Run 12,074	657.00
2016-04-17	Run 12,179	649.00
2016-04-18	Run 12,278	970.00
2016-04-18	Run 12,230	807.00
2016-04-18	Run 12,288	250.00
2016-04-18	Run 12,213	225.00
2016-04-19	Run 12,299	807.00
2016-04-19	Run 12,340	759.00
2016-04-19	Run 12,376	171.00
2016-04-20	Run 12,485	845.00
2016-04-20	Run 12,535	721.00
2016-04-20	Run 12,470	585.00
2016-04-20	Run 12,436	562.00
2016-04-20	Run 12,440	101.55
2016-04-21	Run 12,589	797.00
2016-04-21	Run 12,550	597.00
2016-04-21	Run 12,572	300.00
2016-04-21	Run 12,603	250.00
2016-04-21	Run 12,584	250.00
2016-04-21	Run 12,556	119.40
2016-04-21	Run 12,633	106.20
2016-04-21	Run 12,563	98.94
2016-04-22	Run 12,686	819.00
2016-04-22	Run 12,721	757.00
2016-04-22	Run 12,672	561.00
2016-04-22	Run 12,693	125.00
2016-04-22	Run 12,688	121.80
2016-04-23	Run 12,728	867.00
2016-04-23	Run 12,744	708.00
2016-04-24	Run 12,952	819.00
2016-04-24	Run 12,950	380.00
2016-04-24	Run 12,896	77.35
2016-04-25	Run 12,935	765.00
2016-04-25	Run 13,047	657.00
2016-04-25	Run 12,951	498.50
2016-04-25	Run 13,003	196.49
2016-04-25	Run 12,985	112.20
2016-04-26	Run 13,144	905.00

2016-04-26	Run 13,122	561.00
2016-04-26	Run 13,170	561.00
2016-04-26	Run 13,141	250.00
2016-04-26	Run 13,147	53.90
2016-04-27	Run 13,279	621.00
2016-04-27	Run 13,257	573.00
2016-04-27	Run 13,220	314.66
2016-04-27	Run 13,206	133.80
2016-04-28	Run 13,384	809.00
2016-04-28	Run 13,307	657.00
2016-04-28	Run 13,333	543.00
2016-04-28	Run 13,376	250.00
2016-04-29	Run 13,396	721.00
2016-04-29	Run 13,519	657.00
2016-04-29	Run 13,460	189.97
2016-04-29	Run 13,465	150.00
2016-04-30	Run 13,594	939.00
2016-04-30	Run 13,578	729.00
2016-04-30	Run 13,560	95.47
2016-04-30	Run 13,514	13.68
2016-05-01	Run 13,656	699.00
2016-05-01	Run 13,639	609.00
2016-05-01	Run 13,686	330.17
2016-05-01	Run 13,615	230.00
2016-05-02	Run 13,763	881.00
2016-05-02	Run 13,776	881.00
2016-05-03	Run 13,816	809.00
2016-05-03	Run 13,877	771.00
2016-05-03	Run 13,833	645.00
2016-05-03	Run 13,810	175.00
2016-05-03	Run 13,820	160.00
2016-05-03	Run 13,888	155.00
2016-05-03	Run 13,987	84.75
2016-05-04	Run 13,913	843.00
2016-05-04	Run 13,965	831.00
2016-05-04	Run 13,960	639.00
2016-05-04	Run 13,982	633.00
2016-05-04	Run 13,958	579.00
2016-05-04	Run 13,948	537.00
2016-05-04	Run 14,012	265.00
2016-05-04	Run 13,927	231.00
2016-05-04	Run 13,949	100.00
2016-05-05	Run 14,079	1,445.00
2016-05-05	Run 14,137	819.00
2016-05-05	Run 14,132	537.00
2016-05-05	Run 14,047	250.00
2016-05-05	Run 14,134	150.00

2016-05-06	Run 14,209	905.00
2016-05-06	Run 14,263	891.00
2016-05-06	Run 14,296	867.00
2016-05-06	Run 14,159	807.00
2016-05-06	Run 14,280	797.00
2016-05-06	Run 14,305	781.00
2016-05-06	Run 14,185	771.00
2016-05-06	Run 14,251	627.00
2016-05-06	Run 14,239	585.00
2016-05-06	Run 14,299	433.00
2016-05-06	Run 14,200	200.00
2016-05-06	Run 14,228	106.23
2016-05-06	Run 14,300	20.00
2016-05-07	Run 14,314	975.00
2016-05-07	Run 14,347	609.00
2016-05-07	Run 14,374	585.00
2016-05-07	Run 14,318	166.00
2016-05-07	Run 14,337	150.00
2016-05-07	Run 14,302	91.12
2016-05-07	Run 14,283	90.40
2016-05-07	Run 14,356	83.16
2016-05-07	Run 14,376	76.84
2016-05-08	Run 14,473	809.00
2016-05-08	Run 14,438	645.00
2016-05-08	Run 14,417	621.00
2016-05-08	Run 14,415	621.00
2016-05-08	Run 14,484	573.00
2016-05-08	Run 14,423	510.00
2016-05-08	Run 14,486	200.00
2016-05-08	Run 14,421	150.00
2016-05-08	Run 15,385	133.80
2016-05-08	Run 14,450	91.56
2016-05-09	Run 14,507	831.00
2016-05-09	Run 14,527	807.00
2016-05-09	Run 14,538	759.00
2016-05-09	Run 14,536	747.00
2016-05-09	Run 14,526	709.00
2016-05-09	Run 14,584	705.00
2016-05-09	Run 14,545	537.00
2016-05-09	Run 14,544	94.31
2016-05-09	Run 14,591	84.03
2016-05-10	Run 14,721	869.00
2016-05-10	Run 14,688	833.00
2016-05-10	Run 14,663	821.00
2016-05-10	Run 14,681	747.00
2016-05-10	Run 14,637	706.87
2016-05-10	Run 14,761	675.00

2016-05-10	Run 14,759	675.00
2016-05-10	Run 14,733	597.00
2016-05-10	Run 14,725	454.93
2016-05-10	Run 14,685	437.54
2016-05-10	Run 14,650	309.00
2016-05-10	Run 14,675	300.00
2016-05-10	Run 14,707	87.65
2016-05-11	Run 14,746	987.00
2016-05-11	Run 14,863	573.00
2016-05-11	Run 14,790	537.00
2016-05-11	Run 14,779	250.00
2016-05-11	Run 14,839	166.19
2016-05-11	Run 14,804	50.20
2016-05-12	Run 14,887	769.00
2016-05-12	Run 14,917	747.00
2016-05-12	Run 15,575	399.80
2016-05-12	Run 14,902	275.00
2016-05-12	Run 14,914	250.00
2016-05-12	Run 14,933	233.41
2016-05-12	Run 14,886	115.70
2016-05-13	Run 15,019	936.80
2016-05-13	Run 15,016	881.00
2016-05-13	Run 15,046	865.00
2016-05-13	Run 15,034	759.00
2016-05-13	Run 15,110	721.00
2016-05-13	Run 15,082	537.00
2016-05-13	Run 14,971	469.18
2016-05-13	Run 15,069	210.89
2016-05-13	Run 14,983	85.19
2016-05-14	Run 15,327	747.00
2016-05-14	Run 15,151	700.66
2016-05-14	Run 15,330	621.00
2016-05-14	Run 15,084	200.00
2016-05-14	Run 15,171	200.00
2016-05-14	Run 15,155	150.00
2016-05-14	Run 15,193	150.00
2016-05-14	Run 15,149	92.72
2016-05-14	Run 15,222	71.48
2016-05-15	Run 15,576	915.00
2016-05-15	Run 15,237	854.00
2016-05-15	Run 15,226	843.00
2016-05-15	Run 15,274	759.00
2016-05-15	Run 15,205	759.00
2016-05-15	Run 15,186	585.00
2016-05-15	Run 15,277	250.00
2016-05-15	Run 15,228	225.00
2016-05-15	Run 15,255	79.15

2016-05-15	Run 15,307	20.00
2016-05-16	Run 15,320	669.00
2016-05-16	Run 15,408	633.00
2016-05-16	Run 15,432	597.00
2016-05-16	Run 15,386	585.44
2016-05-16	Run 15,444	537.00
2016-05-16	Run 15,425	250.00
2016-05-16	Run 15,360	173.43
2016-05-16	Run 15,392	110.00
2016-05-16	Run 15,388	102.27
2016-05-16	Run 15,343	92.28
2016-05-17	Run 15,511	862.00
2016-05-17	Run 15,503	821.00
2016-05-17	Run 15,457	819.00
2016-05-17	Run 15,527	809.00
2016-05-17	Run 15,532	781.00
2016-05-17	Run 15,496	150.00
2016-05-18	Run 15,696	795.00
2016-05-18	Run 15,623	747.00
2016-05-18	Run 15,597	687.00
2016-05-18	Run 15,701	480.98
2016-05-18	Run 15,598	331.64
2016-05-18	Run 15,612	250.00
2016-05-18	Run 15,685	92.14
2016-05-19	Run 15,741	867.00
2016-05-19	Run 15,722	573.00
2016-05-19	Run 15,756	225.00
2016-05-19	Run 15,718	173.40
2016-05-19	Run 15,733	153.16
2016-05-19	Run 15,812	98.80
2016-05-19	Run 15,704	89.97
2016-05-19	Run 15,780	20.00
2016-05-20	Run 15,881	865.00
2016-05-20	Run 15,799	795.00
2016-05-20	Run 15,792	549.00
2016-05-20	Run 15,852	121.80
2016-05-20	Run 15,841	117.81
2016-05-20	Run 15,865	94.74
2016-05-20	Run 15,791	91.41
2016-05-20	Run 15,859	91.12
2016-05-20	Run 15,800	87.03
2016-05-21	Run 15,924	951.00
2016-05-21	Run 16,067	807.00
2016-05-21	Run 15,992	645.00
2016-05-21	Run 15,929	597.00
2016-05-21	Run 16,035	250.00
2016-05-21	Run 15,951	200.00

2016-05-21	Run 16,016	150.00
2016-05-21	Run 16,013	109.80
2016-05-22	Run 16,103	783.00
2016-05-22	Run 16,118	645.00
2016-05-22	Run 16,076	609.00
2016-05-22	Run 16,104	597.00
2016-05-22	Run 16,041	250.00
2016-05-22	Run 16,106	250.00
2016-05-22	Run 16,163	150.00
2016-05-22	Run 16,038	150.00
2016-05-23	Run 16,186	1,006.00
2016-05-23	Run 16,188	797.00
2016-05-23	Run 16,229	543.00
2016-05-23	Run 16,128	362.02
2016-05-23	Run 16,172	216.35
2016-05-23	Run 16,196	200.00
2016-05-23	Run 16,185	200.00
2016-05-23	Run 16,123	150.00
2016-05-23	Run 16,202	114.38
2016-05-23	Run 16,179	60.00
2016-05-24	Run 16,246	845.00
2016-05-24	Run 16,273	833.00
2016-05-24	Run 16,263	795.00
2016-05-24	Run 16,319	769.00
2016-05-24	Run 16,238	537.00
2016-05-24	Run 16,222	275.00
2016-05-24	Run 16,236	250.00
2016-05-24	Run 16,250	250.00
2016-05-24	Run 16,301	250.00
2016-05-24	Run 16,305	250.00
2016-05-24	Run 16,242	219.96
2016-05-24	Run 16,245	150.00
2016-05-25	Run 16,382	807.00
2016-05-25	Run 16,386	597.00
2016-05-25	Run 16,425	585.00
2016-05-25	Run 16,325	573.00
2016-05-25	Run 16,337	250.00
2016-05-25	Run 16,432	175.00
2016-05-25	Run 16,367	65.69
2016-05-26	Run 16,423	953.00
2016-05-26	Run 16,548	855.00
2016-05-26	Run 17,277	821.00
2016-05-26	Run 16,452	657.00
2016-05-26	Run 16,507	481.54
2016-05-26	Run 16,515	91.27
2016-05-27	Run 16,609	821.00
2016-05-27	Run 16,573	793.00

2016-05-27	Run 16,589	585.00
2016-05-27	Run 16,602	234.90
2016-05-27	Run 16,611	150.00
2016-05-27	Run 16,605	150.00
2016-05-27	Run 16,563	125.00
2016-05-27	Run 16,649	100.10
2016-05-27	Run 16,617	95.32
2016-05-27	Run 16,603	84.90
2016-05-28	Run 17,283	825.00
2016-05-28	Run 16,654	809.00
2016-05-28	Run 16,728	709.00
2016-05-28	Run 16,682	671.00
2016-05-28	Run 16,723	561.00
2016-05-28	Run 16,719	275.00
2016-05-28	Run 16,664	250.00
2016-05-28	Run 16,770	150.00
2016-05-28	Run 16,763	100.00
2016-05-28	Run 16,718	94.02
2016-05-29	Run 16,808	819.00
2016-05-29	Run 16,822	759.00
2016-05-29	Run 16,792	621.00
2016-05-29	Run 16,866	163.80
2016-05-29	Run 16,743	118.34
2016-05-30	Run 16,870	1,031.00
2016-05-30	Run 16,908	855.00
2016-05-30	Run 16,930	821.00
2016-05-30	Run 16,960	747.00
2016-05-30	Run 16,952	617.00
2016-05-30	Run 16,964	279.42
2016-05-30	Run 16,984	225.00
2016-05-30	Run 16,907	200.00
2016-05-30	Run 16,935	143.40
2016-05-31	Run 17,111	917.00
2016-05-31	Run 17,047	797.00
2016-05-31	Run 17,121	771.00
2016-05-31	Run 17,124	769.00
2016-05-31	Run 17,011	621.00
2016-05-31	Run 17,003	549.00
2016-05-31	Run 17,096	459.26
2016-05-31	Run 17,050	200.00
2016-05-31	Run 17,112	95.32
2016-05-31	Run 17,137	94.74
2016-05-31	Run 17,079	90.54
2016-06-01	Run 17,206	845.00
2016-06-01	Run 17,232	821.00
2016-06-01	Run 17,225	759.00
2016-06-01	Run 17,254	693.00

2016-06-01	Run 17,179	597.40
2016-06-01	Run 17,237	597.00
2016-06-01	Run 17,251	250.00
2016-06-01	Run 17,230	200.00
2016-06-01	Run 17,211	192.20
2016-06-01	Run 17,223	150.00
2016-06-01	Run 17,203	107.49
2016-06-01	Run 17,181	86.92
2016-06-01	Run 17,174	86.06
2016-06-01	Run 17,166	84.03
2016-06-02	Run 17,358	1,291.00
2016-06-02	Run 17,290	597.00
2016-06-02	Run 17,295	537.00
2016-06-02	Run 17,322	250.00
2016-06-02	Run 17,248	189.75
2016-06-02	Run 17,356	150.00
2016-06-02	Run 17,318	149.69
2016-06-02	Run 17,247	133.59
2016-06-02	Run 17,331	121.80
2016-06-02	Run 17,349	98.22
2016-06-02	Run 17,289	75.10
2016-06-03	Run 17,432	881.00
2016-06-03	Run 17,406	857.00
2016-06-03	Run 17,481	771.00
2016-06-03	Run 17,470	747.00
2016-06-03	Run 17,392	671.00
2016-06-03	Run 17,394	573.00
2016-06-03	Run 17,345	250.00
2016-06-03	Run 17,443	197.00
2016-06-03	Run 17,451	136.00
2016-06-04	Run 17,493	965.00
2016-06-04	Run 17,523	875.00
2016-06-04	Run 17,547	831.00
2016-06-04	Run 18,972	757.00
2016-06-04	Run 17,485	747.00
2016-06-04	Run 17,531	709.00
2016-06-04	Run 17,491	693.00
2016-06-04	Run 17,562	602.07
2016-06-04	Run 17,489	549.00
2016-06-04	Run 17,509	537.00
2016-06-04	Run 17,551	472.02
2016-06-04	Run 17,472	150.00
2016-06-04	Run 17,536	150.00
2016-06-04	Run 17,532	101.40
2016-06-04	Run 17,537	76.84
2016-06-05	Run 17,603	905.00
2016-06-05	Run 17,685	833.00

2016-06-05	Run 17,621	821.00
2016-06-05	Run 18,978	807.00
2016-06-05	Run 17,645	771.00
2016-06-05	Run 17,611	759.00
2016-06-05	Run 17,631	759.00
2016-06-05	Run 17,578	609.00
2016-06-05	Run 17,590	300.00
2016-06-05	Run 17,610	250.00
2016-06-05	Run 17,632	250.00
2016-06-05	Run 17,656	66.83
2016-06-06	Run 17,790	886.00
2016-06-06	Run 17,670	783.00
2016-06-06	Run 17,767	759.00
2016-06-06	Run 17,740	697.00
2016-06-06	Run 17,789	275.00
2016-06-06	Run 17,781	95.03
2016-06-07	Run 17,799	910.00
2016-06-07	Run 17,840	807.00
2016-06-07	Run 17,912	797.00
2016-06-07	Run 17,861	781.00
2016-06-07	Run 17,780	745.00
2016-06-07	Run 17,887	633.00
2016-06-07	Run 17,836	585.00
2016-06-07	Run 17,866	573.00
2016-06-07	Run 17,888	250.00
2016-06-07	Run 17,833	225.00
2016-06-08	Run 18,034	999.00
2016-06-08	Run 18,000	939.00
2016-06-08	Run 17,941	857.00
2016-06-08	Run 17,944	621.00
2016-06-08	Run 17,996	460.12
2016-06-08	Run 18,027	300.00
2016-06-08	Run 17,896	300.00
2016-06-08	Run 18,019	150.00
2016-06-09	Run 18,072	946.00
2016-06-09	Run 18,133	881.00
2016-06-09	Run 18,097	831.00
2016-06-09	Run 18,089	747.00
2016-06-09	Run 18,120	657.00
2016-06-09	Run 18,132	609.00
2016-06-09	Run 18,113	549.00
2016-06-09	Run 18,151	300.00
2016-06-09	Run 18,137	250.00
2016-06-09	Run 18,064	94.02
2016-06-10	Run 18,241	903.00
2016-06-10	Run 18,184	867.00
2016-06-10	Run 18,233	783.00

2016-06-10	Run 18,198	769.00
2016-06-10	Run 18,185	409.62
2016-06-10	Run 18,255	250.00
2016-06-10	Run 18,191	250.00
2016-06-10	Run 18,210	212.70
2016-06-10	Run 18,196	200.00
2016-06-10	Run 18,175	166.00
2016-06-10	Run 18,168	153.80
2016-06-10	Run 18,167	106.48
2016-06-10	Run 18,222	102.54
2016-06-10	Run 18,150	94.16
2016-06-11	Run 18,293	1,021.00
2016-06-11	Run 18,283	1,001.00
2016-06-11	Run 18,323	905.00
2016-06-11	Run 18,277	873.00
2016-06-11	Run 18,291	867.00
2016-06-11	Run 18,235	807.00
2016-06-11	Run 18,359	805.00
2016-06-11	Run 18,341	795.00
2016-06-11	Run 18,327	783.00
2016-06-11	Run 18,354	783.00
2016-06-11	Run 18,360	783.00
2016-06-11	Run 18,346	759.00
2016-06-11	Run 18,316	585.00
2016-06-11	Run 18,236	549.00
2016-06-11	Run 18,364	200.00
2016-06-11	Run 18,330	150.00
2016-06-11	Run 18,334	121.80
2016-06-11	Run 18,361	87.94
2016-06-11	Run 18,336	86.35
2016-06-12	Run 18,381	1,013.00
2016-06-12	Run 18,410	1,013.00
2016-06-12	Run 18,413	989.00
2016-06-12	Run 18,422	857.00
2016-06-12	Run 18,376	821.00
2016-06-12	Run 18,365	809.00
2016-06-12	Run 18,415	759.00
2016-06-12	Run 18,370	747.00
2016-06-12	Run 18,387	745.00
2016-06-12	Run 18,459	709.00
2016-06-12	Run 18,475	681.00
2016-06-12	Run 18,423	585.00
2016-06-12	Run 18,345	573.00
2016-06-12	Run 18,394	549.00
2016-06-12	Run 18,441	508.21
2016-06-12	Run 18,380	300.00
2016-06-12	Run 18,453	275.00

2016-06-12	Run 18,443	250.00
2016-06-12	Run 18,428	161.40
2016-06-12	Run 18,358	149.00
2016-06-12	Run 18,409	121.80
2016-06-12	Run 18,447	77.41
2016-06-13	Run 18,550	1,073.00
2016-06-13	Run 18,488	909.00
2016-06-13	Run 18,483	893.00
2016-06-13	Run 18,505	857.00
2016-06-13	Run 18,518	819.00
2016-06-13	Run 18,552	819.00
2016-06-13	Run 18,547	795.00
2016-06-13	Run 18,573	609.00
2016-06-13	Run 18,564	549.00
2016-06-13	Run 18,499	250.00
2016-06-13	Run 18,514	250.00
2016-06-13	Run 18,492	119.40
2016-06-13	Run 18,493	118.20
2016-06-13	Run 18,571	87.07
2016-06-13	Run 18,469	31.06
2016-06-14	Run 18,624	965.00
2016-06-14	Run 18,653	881.00
2016-06-14	Run 18,786	855.00
2016-06-14	Run 18,660	833.00
2016-06-14	Run 18,614	821.00
2016-06-14	Run 18,621	783.00
2016-06-14	Run 18,674	759.00
2016-06-14	Run 18,702	733.00
2016-06-14	Run 18,617	709.00
2016-06-14	Run 18,627	709.00
2016-06-14	Run 18,701	633.00
2016-06-14	Run 18,666	585.00
2016-06-14	Run 18,647	585.00
2016-06-14	Run 18,592	584.20
2016-06-14	Run 18,623	561.00
2016-06-14	Run 18,613	250.00
2016-06-14	Run 18,649	250.00
2016-06-14	Run 18,690	250.00
2016-06-14	Run 18,605	225.00
2016-06-14	Run 18,667	94.02
2016-06-14	Run 18,553	90.98
2016-06-14	Run 18,603	90.69
2016-06-14	Run 18,665	88.95
2016-06-14	Run 18,635	85.48
2016-06-15	Run 18,775	963.00
2016-06-15	Run 18,732	843.00
2016-06-15	Run 18,781	843.00

2016-06-15	Run 18,707	833.00
2016-06-15	Run 18,756	821.00
2016-06-15	Run 18,794	807.00
2016-06-15	Run 18,696	795.00
2016-06-15	Run 18,752	783.00
2016-06-15	Run 18,747	783.00
2016-06-15	Run 18,753	709.00
2016-06-15	Run 18,745	657.00
2016-06-15	Run 18,761	637.00
2016-06-15	Run 18,731	585.00
2016-06-15	Run 18,793	573.00
2016-06-15	Run 18,688	537.00
2016-06-15	Run 18,738	537.00
2016-06-15	Run 18,715	383.26
2016-06-15	Run 18,812	300.00
2016-06-15	Run 18,740	250.00
2016-06-15	Run 18,704	200.00
2016-06-15	Run 18,717	161.80
2016-06-15	Run 18,720	150.00
2016-06-15	Run 18,757	101.26
2016-06-15	Run 18,769	93.88
2016-06-15	Run 18,730	88.81
2016-06-15	Run 18,722	87.07
2016-06-15	Run 18,697	84.17
2016-06-16	Run 18,894	1,013.00
2016-06-16	Run 18,846	915.00
2016-06-16	Run 18,889	893.00
2016-06-16	Run 18,919	637.00
2016-06-16	Run 18,871	585.00
2016-06-16	Run 18,888	537.00
2016-06-16	Run 18,896	407.26
2016-06-16	Run 18,909	278.70
2016-06-16	Run 18,937	250.00
2016-06-16	Run 18,877	250.00
2016-06-16	Run 18,898	110.00
2016-06-16	Run 18,940	92.57
2016-06-16	Run 18,903	90.54
2016-06-16	Run 19,058	88.52
2016-06-16	Run 18,930	82.77
2016-06-16	Run 18,859	74.52
2016-06-16	Run 19,060	72.35
2016-06-16	Run 18,843	71.04
2016-06-16	Run 18,882	18.57
2016-06-17	Run 19,022	977.00
2016-06-17	Run 18,927	963.00
2016-06-17	Run 19,030	951.00
2016-06-17	Run 18,987	937.00

2016-06-17	Run 19,082	922.00
2016-06-17	Run 18,938	917.00
2016-06-17	Run 18,950	809.00
2016-06-17	Run 19,012	805.00
2016-06-17	Run 19,040	771.00
2016-06-17	Run 18,969	721.00
2016-06-17	Run 19,050	697.00
2016-06-17	Run 19,074	633.00
2016-06-17	Run 19,063	618.55
2016-06-17	Run 19,049	609.00
2016-06-17	Run 18,961	597.00
2016-06-17	Run 19,068	573.00
2016-06-17	Run 19,051	573.00
2016-06-17	Run 19,011	526.60
2016-06-17	Run 19,014	486.42
2016-06-17	Run 18,929	371.54
2016-06-17	Run 18,921	300.00
2016-06-17	Run 18,948	300.00
2016-06-17	Run 18,966	273.94
2016-06-17	Run 18,968	236.72
2016-06-17	Run 19,064	153.00
2016-06-17	Run 18,992	150.00
2016-06-17	Run 19,036	150.00
2016-06-17	Run 18,956	139.95
2016-06-17	Run 19,025	92.57
2016-06-17	Run 19,006	71.33
2016-06-18	Run 19,142	1,073.00
2016-06-18	Run 19,105	939.00
2016-06-18	Run 19,180	917.00
2016-06-18	Run 19,196	867.00
2016-06-18	Run 19,087	855.00
2016-06-18	Run 19,183	821.00
2016-06-18	Run 19,126	821.00
2016-06-18	Run 19,108	807.00
2016-06-18	Run 19,127	807.00
2016-06-18	Run 19,149	757.00
2016-06-18	Run 19,150	747.00
2016-06-18	Run 19,169	709.00
2016-06-18	Run 19,188	597.00
2016-06-18	Run 19,129	561.00
2016-06-18	Run 19,048	561.00
2016-06-18	Run 19,092	549.00
2016-06-18	Run 19,139	549.00
2016-06-18	Run 19,206	426.05
2016-06-18	Run 19,107	391.59
2016-06-18	Run 19,164	250.00
2016-06-18	Run 19,121	250.00

2016-06-18	Run 19,134	225.00
2016-06-18	Run 19,166	215.40
2016-06-18	Run 19,104	156.60
2016-06-18	Run 19,101	150.00
2016-06-18	Run 19,055	148.19
2016-06-18	Run 19,096	99.52
2016-06-18	Run 19,098	96.92
2016-06-18	Run 19,099	95.61
2016-06-18	Run 19,123	94.60
2016-06-18	Run 19,054	93.30
2016-06-18	Run 19,033	87.79
2016-06-19	Run 19,221	1,049.00
2016-06-19	Run 19,192	953.00
2016-06-19	Run 19,293	910.00
2016-06-19	Run 19,232	833.00
2016-06-19	Run 19,186	831.00
2016-06-19	Run 19,227	800.00
2016-06-19	Run 19,254	793.00
2016-06-19	Run 19,255	783.00
2016-06-19	Run 19,253	745.00
2016-06-19	Run 19,214	733.00
2016-06-19	Run 19,286	729.00
2016-06-19	Run 19,274	727.04
2016-06-19	Run 19,280	633.00
2016-06-19	Run 19,158	633.00
2016-06-19	Run 19,249	597.00
2016-06-19	Run 19,238	585.00
2016-06-19	Run 19,269	347.74
2016-06-19	Run 19,193	275.00
2016-06-19	Run 19,225	250.00
2016-06-19	Run 19,250	250.00
2016-06-19	Run 19,229	200.00
2016-06-19	Run 19,226	185.40
2016-06-19	Run 19,258	160.00
2016-06-19	Run 19,271	110.00
2016-06-19	Run 19,267	97.64
2016-06-19	Run 19,294	87.94
2016-06-19	Run 19,262	86.49
2016-06-19	Run 19,203	72.06
2016-06-20	Run 19,338	857.00
2016-06-20	Run 19,330	819.00
2016-06-20	Run 19,285	819.00
2016-06-20	Run 19,277	817.00
2016-06-20	Run 19,374	805.00
2016-06-20	Run 19,304	771.00
2016-06-20	Run 19,268	759.00
2016-06-20	Run 19,337	733.00

2016-06-20	Run 19,375	697.00
2016-06-20	Run 19,388	633.00
2016-06-20	Run 19,314	597.00
2016-06-20	Run 19,363	561.00
2016-06-20	Run 19,395	561.00
2016-06-20	Run 19,324	537.00
2016-06-20	Run 19,369	537.00
2016-06-20	Run 19,301	300.00
2016-06-20	Run 19,318	300.00
2016-06-20	Run 19,352	250.00
2016-06-20	Run 19,387	250.00
2016-06-20	Run 19,383	250.00
2016-06-20	Run 19,299	225.00
2016-06-20	Run 19,305	225.00
2016-06-20	Run 19,335	150.00
2016-06-20	Run 19,319	150.00
2016-06-20	Run 19,448	141.80
2016-06-20	Run 19,386	132.68
2016-06-20	Run 19,421	90.40
2016-06-20	Run 19,355	88.37
2016-06-20	Run 19,360	88.23
2016-06-20	Run 19,349	84.75
2016-06-20	Run 19,295	83.06
2016-06-20	Run 19,297	77.56
2016-06-21	Run 19,466	893.00
2016-06-21	Run 19,492	881.00
2016-06-21	Run 19,389	869.00
2016-06-21	Run 19,408	831.00
2016-06-21	Run 19,405	819.00
2016-06-21	Run 19,397	809.00
2016-06-21	Run 19,471	633.00
2016-06-21	Run 19,390	585.00
2016-06-21	Run 19,457	557.74
2016-06-21	Run 19,424	549.00
2016-06-21	Run 19,489	537.00
2016-06-21	Run 19,618	537.00
2016-06-21	Run 19,384	438.99
2016-06-21	Run 19,409	407.26
2016-06-21	Run 21,675	300.00
2016-06-21	Run 19,454	250.00
2016-06-21	Run 19,413	200.00
2016-06-21	Run 19,416	150.00
2016-06-21	Run 19,419	120.37
2016-06-21	Run 19,415	93.15
2016-06-21	Run 19,464	86.35
2016-06-21	Run 19,486	20.00
2016-06-22	Run 19,497	968.00

2016-06-22	Run 19,586	929.00
2016-06-22	Run 19,540	845.00
2016-06-22	Run 19,522	696.00
2016-06-22	Run 19,568	657.00
2016-06-22	Run 19,548	597.00
2016-06-22	Run 19,545	573.00
2016-06-22	Run 19,474	549.00
2016-06-22	Run 19,541	529.48
2016-06-22	Run 19,511	415.60
2016-06-22	Run 19,515	392.98
2016-06-22	Run 19,491	357.26
2016-06-22	Run 19,544	314.97
2016-06-22	Run 19,502	300.00
2016-06-22	Run 19,533	275.00
2016-06-22	Run 19,543	264.71
2016-06-22	Run 19,539	250.00
2016-06-22	Run 19,475	150.00
2016-06-22	Run 19,606	94.89
2016-06-22	Run 19,513	90.69
2016-06-22	Run 19,525	75.97
2016-06-22	Run 19,605	72.06
2016-06-22	Run 19,537	20.00
2016-06-23	Run 19,698	1,769.00
2016-06-23	Run 19,700	1,001.00
2016-06-23	Run 19,602	989.00
2016-06-23	Run 19,613	869.00
2016-06-23	Run 19,617	857.00
2016-06-23	Run 19,671	855.00
2016-06-23	Run 19,644	855.00
2016-06-23	Run 19,707	843.00
2016-06-23	Run 19,676	831.00
2016-06-23	Run 19,677	807.00
2016-06-23	Run 19,692	795.00
2016-06-23	Run 19,678	759.00
2016-06-23	Run 19,603	759.00
2016-06-23	Run 19,622	733.00
2016-06-23	Run 19,702	709.00
2016-06-23	Run 19,672	597.00
2016-06-23	Run 19,667	585.00
2016-06-23	Run 20,184	585.00
2016-06-23	Run 19,663	250.00
2016-06-23	Run 19,690	250.00
2016-06-23	Run 19,629	250.00
2016-06-23	Run 19,624	250.00
2016-06-23	Run 19,630	193.43
2016-06-23	Run 19,689	181.00
2016-06-23	Run 19,635	126.60

2016-06-23	Run 19,721	100.00
2016-06-23	Run 19,659	90.40
2016-06-23	Run 19,675	90.00
2016-06-23	Run 19,578	73.79
2016-06-24	Run 19,708	1,450.00
2016-06-24	Run 19,772	893.00
2016-06-24	Run 19,884	891.00
2016-06-24	Run 19,807	891.00
2016-06-24	Run 19,726	881.00
2016-06-24	Run 19,731	857.00
2016-06-24	Run 19,804	845.00
2016-06-24	Run 19,716	819.00
2016-06-24	Run 19,843	819.00
2016-06-24	Run 19,876	771.00
2016-06-24	Run 19,684	709.00
2016-06-24	Run 19,791	657.00
2016-06-24	Run 19,749	657.00
2016-06-24	Run 19,786	621.00
2016-06-24	Run 19,812	621.00
2016-06-24	Run 19,696	609.00
2016-06-24	Run 19,842	603.00
2016-06-24	Run 19,821	597.00
2016-06-24	Run 19,871	573.00
2016-06-24	Run 19,789	561.00
2016-06-24	Run 19,766	523.00
2016-06-24	Run 19,758	400.12
2016-06-24	Run 19,830	369.36
2016-06-24	Run 19,824	365.87
2016-06-24	Run 19,785	300.00
2016-06-24	Run 19,737	300.00
2016-06-24	Run 19,832	250.00
2016-06-24	Run 19,779	128.81
2016-06-24	Run 19,800	117.00
2016-06-24	Run 19,796	102.02
2016-06-24	Run 19,790	93.73
2016-06-24	Run 19,742	85.77
2016-06-24	Run 19,805	83.16
2016-06-24	Run 19,814	79.30
2016-06-24	Run 19,811	78.14
2016-06-24	Run 19,864	20.00
2016-06-25	Run 19,929	982.00
2016-06-25	Run 19,902	903.00
2016-06-25	Run 19,867	903.00
2016-06-25	Run 19,977	898.00
2016-06-25	Run 19,986	867.00
2016-06-25	Run 19,882	821.00
2016-06-25	Run 19,877	809.00

2016-06-25	Run 19,932	797.00
2016-06-25	Run 19,945	793.00
2016-06-25	Run 19,972	771.00
2016-06-25	Run 19,910	757.00
2016-06-25	Run 19,963	747.00
2016-06-25	Run 19,981	747.00
2016-06-25	Run 19,833	747.00
2016-06-25	Run 19,890	747.00
2016-06-25	Run 19,836	705.00
2016-06-25	Run 19,873	669.00
2016-06-25	Run 19,918	621.00
2016-06-25	Run 19,913	573.00
2016-06-25	Run 19,848	573.00
2016-06-25	Run 19,948	561.00
2016-06-25	Run 19,978	549.00
2016-06-25	Run 19,938	250.00
2016-06-25	Run 19,947	150.00
2016-06-25	Run 19,909	150.00
2016-06-25	Run 19,857	150.00
2016-06-25	Run 19,942	101.55
2016-06-25	Run 19,946	96.48
2016-06-25	Run 20,039	92.43
2016-06-25	Run 19,919	90.11
2016-06-25	Run 19,953	75.97
2016-06-26	Run 19,995	917.00
2016-06-26	Run 20,020	886.00
2016-06-26	Run 20,094	857.00
2016-06-26	Run 20,096	843.00
2016-06-26	Run 20,090	831.00
2016-06-26	Run 20,071	819.00
2016-06-26	Run 20,007	809.00
2016-06-26	Run 20,079	771.00
2016-06-26	Run 20,072	771.00
2016-06-26	Run 20,097	759.00
2016-06-26	Run 20,006	747.00
2016-06-26	Run 20,017	733.00
2016-06-26	Run 20,021	621.00
2016-06-26	Run 20,047	573.00
2016-06-26	Run 19,992	549.00
2016-06-26	Run 20,050	537.00
2016-06-26	Run 19,988	350.00
2016-06-26	Run 19,960	316.78
2016-06-26	Run 19,959	300.00
2016-06-26	Run 19,975	275.00
2016-06-26	Run 20,013	275.00
2016-06-26	Run 20,004	250.00
2016-06-26	Run 20,045	250.00

2016-06-26	Run 19,987	233.00
2016-06-26	Run 20,057	193.88
2016-06-26	Run 19,991	160.00
2016-06-26	Run 20,029	160.00
2016-06-26	Run 20,011	150.00
2016-06-26	Run 20,012	150.00
2016-06-26	Run 20,042	150.00
2016-06-26	Run 20,048	150.00
2016-06-26	Run 20,114	150.00
2016-06-26	Run 19,961	149.00
2016-06-26	Run 20,063	125.00
2016-06-26	Run 20,066	101.02
2016-06-26	Run 20,041	84.17
2016-06-27	Run 20,157	1,001.00
2016-06-27	Run 20,190	917.00
2016-06-27	Run 20,118	869.00
2016-06-27	Run 20,080	867.00
2016-06-27	Run 20,196	835.00
2016-06-27	Run 20,069	831.00
2016-06-27	Run 20,122	831.00
2016-06-27	Run 20,171	831.00
2016-06-27	Run 20,133	809.00
2016-06-27	Run 20,174	809.00
2016-06-27	Run 20,082	807.00
2016-06-27	Run 20,163	797.00
2016-06-27	Run 20,153	797.00
2016-06-27	Run 20,197	775.00
2016-06-27	Run 20,145	697.00
2016-06-27	Run 20,154	697.00
2016-06-27	Run 20,108	693.00
2016-06-27	Run 20,103	633.00
2016-06-27	Run 20,152	573.00
2016-06-27	Run 20,160	573.00
2016-06-27	Run 20,132	537.00
2016-06-27	Run 20,204	492.84
2016-06-27	Run 20,109	275.00
2016-06-27	Run 20,203	250.00
2016-06-27	Run 20,228	250.00
2016-06-27	Run 20,141	250.00
2016-06-27	Run 20,107	200.00
2016-06-27	Run 20,092	150.00
2016-06-27	Run 20,155	103.14
2016-06-27	Run 20,134	70.90
2016-06-28	Run 20,239	994.00
2016-06-28	Run 20,304	893.00
2016-06-28	Run 20,324	867.00
2016-06-28	Run 20,232	867.00

2016-06-28	Run 20,249	853.00
2016-06-28	Run 20,328	843.00
2016-06-28	Run 20,246	783.00
2016-06-28	Run 20,257	709.00
2016-06-28	Run 20,291	709.00
2016-06-28	Run 20,198	709.00
2016-06-28	Run 20,268	621.00
2016-06-28	Run 20,339	621.00
2016-06-28	Run 20,348	621.00
2016-06-28	Run 20,351	609.00
2016-06-28	Run 20,297	606.00
2016-06-28	Run 20,319	599.00
2016-06-28	Run 20,302	597.00
2016-06-28	Run 20,285	549.00
2016-06-28	Run 20,256	537.00
2016-06-28	Run 20,275	537.00
2016-06-28	Run 20,333	537.00
2016-06-28	Run 20,262	382.54
2016-06-28	Run 20,250	300.00
2016-06-28	Run 20,276	300.00
2016-06-28	Run 20,287	300.00
2016-06-28	Run 20,289	250.00
2016-06-28	Run 20,325	225.00
2016-06-28	Run 20,247	200.00
2016-06-28	Run 20,264	150.00
2016-06-28	Run 20,263	136.20
2016-06-28	Run 20,273	131.40
2016-06-28	Run 20,265	110.00
2016-06-28	Run 20,300	95.61
2016-06-28	Run 20,245	90.26
2016-06-28	Run 20,206	89.10
2016-06-29	Run 20,427	1,229.00
2016-06-29	Run 20,412	927.00
2016-06-29	Run 20,368	807.00
2016-06-29	Run 20,391	771.00
2016-06-29	Run 20,363	759.00
2016-06-29	Run 20,376	609.00
2016-06-29	Run 20,436	585.00
2016-06-29	Run 20,445	561.00
2016-06-29	Run 20,464	275.00
2016-06-29	Run 20,411	250.00
2016-06-29	Run 20,342	150.00
2016-06-29	Run 20,443	150.00
2016-06-29	Run 20,463	99.96
2016-06-29	Run 20,401	89.10
2016-06-29	Run 20,423	88.81
2016-06-29	Run 20,365	87.65

2016-06-29	Run 20,439	85.38
2016-06-29	Run 20,367	33.54
2016-06-29	Run 20,332	11.88
2016-06-30	Run 20,577	857.00
2016-06-30	Run 20,494	845.00
2016-06-30	Run 20,556	833.00
2016-06-30	Run 20,547	807.00
2016-06-30	Run 20,513	783.00
2016-06-30	Run 20,565	759.00
2016-06-30	Run 20,523	747.00
2016-06-30	Run 20,525	721.00
2016-06-30	Run 20,478	657.00
2016-06-30	Run 20,508	624.16
2016-06-30	Run 20,467	609.00
2016-06-30	Run 20,479	597.00
2016-06-30	Run 20,536	587.00
2016-06-30	Run 20,522	585.00
2016-06-30	Run 20,543	573.00
2016-06-30	Run 20,555	549.00
2016-06-30	Run 20,466	402.50
2016-06-30	Run 23,106	300.00
2016-06-30	Run 20,539	250.00
2016-06-30	Run 20,561	225.00
2016-06-30	Run 20,497	225.00
2016-06-30	Run 20,499	150.00
2016-06-30	Run 20,571	150.00
2016-06-30	Run 20,450	150.00
2016-06-30	Run 20,534	120.60
2016-06-30	Run 20,500	111.98
2016-06-30	Run 20,528	108.60
2016-06-30	Run 20,569	101.40
2016-06-30	Run 20,435	100.00
2016-06-30	Run 20,453	93.01
2016-06-30	Run 20,501	92.14
2016-07-01	Run 20,613	975.00
2016-07-01	Run 20,701	881.00
2016-07-01	Run 20,628	795.00
2016-07-01	Run 20,650	783.00
2016-07-01	Run 20,684	775.00
2016-07-01	Run 20,646	771.00
2016-07-01	Run 20,612	747.00
2016-07-01	Run 20,644	697.00
2016-07-01	Run 20,649	697.00
2016-07-01	Run 20,606	693.00
2016-07-01	Run 20,632	681.00
2016-07-01	Run 20,608	661.00
2016-07-01	Run 20,583	633.00

2016-07-01	Run 20,630	621.00
2016-07-01	Run 20,620	597.00
2016-07-01	Run 20,667	597.00
2016-07-01	Run 20,610	549.00
2016-07-01	Run 20,671	537.00
2016-07-01	Run 20,557	415.42
2016-07-01	Run 20,600	349.53
2016-07-01	Run 20,572	300.00
2016-07-01	Run 20,587	250.00
2016-07-01	Run 20,562	250.00
2016-07-01	Run 20,619	250.00
2016-07-01	Run 20,641	148.77
2016-07-01	Run 20,640	143.55
2016-07-01	Run 20,645	137.17
2016-07-01	Run 20,702	90.11
2016-07-01	Run 20,637	55.81
2016-07-02	Run 20,787	893.00
2016-07-02	Run 20,699	867.00
2016-07-02	Run 20,747	783.00
2016-07-02	Run 20,820	783.00
2016-07-02	Run 20,821	771.00
2016-07-02	Run 20,725	757.00
2016-07-02	Run 20,805	747.00
2016-07-02	Run 20,827	741.00
2016-07-02	Run 20,801	729.00
2016-07-02	Run 20,714	697.00
2016-07-02	Run 20,771	681.00
2016-07-02	Run 20,745	633.00
2016-07-02	Run 20,754	609.00
2016-07-02	Run 20,669	549.00
2016-07-02	Run 20,809	537.00
2016-07-02	Run 20,740	454.86
2016-07-02	Run 20,811	400.86
2016-07-02	Run 20,689	275.00
2016-07-02	Run 20,736	250.00
2016-07-02	Run 20,753	250.00
2016-07-02	Run 20,707	250.00
2016-07-02	Run 20,726	150.00
2016-07-02	Run 20,729	150.00
2016-07-02	Run 20,780	150.00
2016-07-02	Run 20,756	150.00
2016-07-02	Run 20,761	113.73
2016-07-02	Run 20,824	108.00
2016-07-02	Run 20,750	93.44
2016-07-02	Run 20,789	71.77
2016-07-02	Run 20,698	60.00
2016-07-03	Run 20,910	917.00

2016-07-03	Run 20,798	917.00
2016-07-03	Run 20,888	905.00
2016-07-03	Run 20,853	821.00
2016-07-03	Run 20,876	819.00
2016-07-03	Run 20,886	795.00
2016-07-03	Run 20,929	795.00
2016-07-03	Run 20,866	793.00
2016-07-03	Run 20,919	783.00
2016-07-03	Run 20,793	783.00
2016-07-03	Run 20,807	783.00
2016-07-03	Run 21,068	771.00
2016-07-03	Run 20,898	759.00
2016-07-03	Run 20,862	757.00
2016-07-03	Run 20,863	753.00
2016-07-03	Run 20,838	747.00
2016-07-03	Run 20,907	645.00
2016-07-03	Run 20,896	645.00
2016-07-03	Run 20,834	645.00
2016-07-03	Run 20,942	603.00
2016-07-03	Run 20,918	597.00
2016-07-03	Run 20,858	597.00
2016-07-03	Run 20,935	561.00
2016-07-03	Run 20,925	537.00
2016-07-03	Run 20,905	506.67
2016-07-03	Run 20,939	426.24
2016-07-03	Run 21,069	300.00
2016-07-03	Run 20,843	300.00
2016-07-03	Run 20,847	250.00
2016-07-03	Run 20,808	250.00
2016-07-03	Run 20,855	200.00
2016-07-03	Run 20,937	150.00
2016-07-03	Run 20,869	150.00
2016-07-03	Run 20,835	150.00
2016-07-03	Run 20,851	87.79
2016-07-03	Run 20,814	85.91
2016-07-03	Run 20,927	85.77
2016-07-03	Run 20,882	84.17
2016-07-03	Run 20,879	50.00
2016-07-04	Run 20,908	961.00
2016-07-04	Run 20,922	881.00
2016-07-04	Run 20,969	867.00
2016-07-04	Run 20,955	855.00
2016-07-04	Run 21,050	819.00
2016-07-04	Run 21,011	807.00
2016-07-04	Run 20,978	759.00
2016-07-04	Run 20,995	759.00
2016-07-04	Run 20,997	745.00

2016-07-04	Run 20,996	733.00
2016-07-04	Run 21,034	733.00
2016-07-04	Run 21,015	709.00
2016-07-04	Run 20,934	693.00
2016-07-04	Run 21,057	657.00
2016-07-04	Run 20,986	622.88
2016-07-04	Run 20,980	611.00
2016-07-04	Run 20,973	603.00
2016-07-04	Run 20,968	573.00
2016-07-04	Run 21,014	573.00
2016-07-04	Run 20,974	543.00
2016-07-04	Run 21,013	537.00
2016-07-04	Run 21,044	537.00
2016-07-04	Run 21,003	471.66
2016-07-04	Run 20,964	300.00
2016-07-04	Run 20,985	250.00
2016-07-04	Run 21,000	250.00
2016-07-04	Run 21,027	250.00
2016-07-04	Run 20,962	175.00
2016-07-04	Run 20,975	150.00
2016-07-04	Run 20,989	150.00
2016-07-04	Run 20,998	150.00
2016-07-04	Run 21,058	111.19
2016-07-04	Run 21,009	100.97
2016-07-04	Run 20,930	85.33
2016-07-04	Run 21,001	75.00
2016-07-05	Run 21,167	915.00
2016-07-05	Run 21,138	857.00
2016-07-05	Run 21,064	845.00
2016-07-05	Run 21,112	843.00
2016-07-05	Run 21,131	843.00
2016-07-05	Run 21,142	783.00
2016-07-05	Run 21,094	771.00
2016-07-05	Run 21,108	765.00
2016-07-05	Run 21,080	759.00
2016-07-05	Run 21,100	759.00
2016-07-05	Run 21,126	759.00
2016-07-05	Run 21,204	759.00
2016-07-05	Run 21,076	723.00
2016-07-05	Run 21,143	718.00
2016-07-05	Run 21,096	709.00
2016-07-05	Run 21,146	657.00
2016-07-05	Run 21,090	633.00
2016-07-05	Run 21,098	549.00
2016-07-05	Run 21,028	549.00
2016-07-05	Run 21,219	549.00
2016-07-05	Run 21,151	547.00

2016-07-05	Run 21,104	524.70
2016-07-05	Run 21,079	300.00
2016-07-05	Run 21,163	267.78
2016-07-05	Run 21,054	250.00
2016-07-05	Run 21,216	225.00
2016-07-05	Run 21,078	150.00
2016-07-05	Run 21,125	150.00
2016-07-05	Run 21,205	150.00
2016-07-05	Run 21,124	148.25
2016-07-05	Run 21,109	143.55
2016-07-05	Run 21,136	100.00
2016-07-05	Run 21,033	92.14
2016-07-05	Run 21,053	84.32
2016-07-05	Run 21,099	80.46
2016-07-05	Run 21,157	75.82
2016-07-05	Run 21,129	59.04
2016-07-05	Run 21,095	20.00
2016-07-05	Run 21,171	10.01
2016-07-06	Run 21,168	898.00
2016-07-06	Run 21,159	864.00
2016-07-06	Run 21,251	857.00
2016-07-06	Run 21,328	845.00
2016-07-06	Run 21,264	843.00
2016-07-06	Run 21,256	843.00
2016-07-06	Run 21,169	828.00
2016-07-06	Run 21,253	759.00
2016-07-06	Run 21,162	757.00
2016-07-06	Run 21,378	747.00
2016-07-06	Run 21,331	733.00
2016-07-06	Run 21,170	733.00
2016-07-06	Run 21,271	693.00
2016-07-06	Run 21,246	681.00
2016-07-06	Run 21,272	669.00
2016-07-06	Run 21,252	645.00
2016-07-06	Run 21,260	633.00
2016-07-06	Run 21,257	627.00
2016-07-06	Run 21,255	609.00
2016-07-06	Run 21,339	609.00
2016-07-06	Run 21,258	585.00
2016-07-06	Run 21,221	573.00
2016-07-06	Run 21,259	567.00
2016-07-06	Run 21,298	561.00
2016-07-06	Run 21,232	549.00
2016-07-06	Run 21,210	537.00
2016-07-06	Run 21,244	397.74
2016-07-06	Run 21,245	397.74
2016-07-06	Run 21,228	352.50

2016-07-06	Run 21,306	250.00
2016-07-06	Run 21,226	250.00
2016-07-06	Run 21,379	225.00
2016-07-06	Run 21,302	160.00
2016-07-06	Run 21,230	150.00
2016-07-06	Run 21,262	150.00
2016-07-06	Run 21,280	103.29
2016-07-06	Run 21,185	72.20
2016-07-07	Run 21,400	903.00
2016-07-07	Run 21,392	783.00
2016-07-07	Run 21,457	783.00
2016-07-07	Run 21,401	645.00
2016-07-07	Run 21,403	609.00
2016-07-07	Run 21,439	609.00
2016-07-07	Run 21,342	573.00
2016-07-07	Run 21,355	573.00
2016-07-07	Run 21,438	561.00
2016-07-07	Run 21,364	549.00
2016-07-07	Run 21,409	537.00
2016-07-07	Run 21,446	537.00
2016-07-07	Run 21,335	307.26
2016-07-07	Run 21,445	300.00
2016-07-07	Run 21,370	275.00
2016-07-07	Run 21,359	250.00
2016-07-07	Run 21,349	250.00
2016-07-07	Run 21,471	250.00
2016-07-07	Run 21,434	250.00
2016-07-07	Run 21,393	150.00
2016-07-07	Run 21,366	150.00
2016-07-07	Run 21,413	150.00
2016-07-07	Run 21,371	121.80
2016-07-07	Run 21,425	102.56
2016-07-07	Run 21,367	92.14
2016-07-07	Run 21,343	90.30
2016-07-07	Run 21,376	84.61
2016-07-07	Run 21,407	75.97
2016-07-08	Run 21,552	1,013.00
2016-07-08	Run 21,478	917.00
2016-07-08	Run 21,528	860.00
2016-07-08	Run 21,575	821.00
2016-07-08	Run 21,502	797.00
2016-07-08	Run 21,562	783.00
2016-07-08	Run 21,587	759.00
2016-07-08	Run 21,568	747.00
2016-07-08	Run 21,540	721.00
2016-07-08	Run 21,533	657.00
2016-07-08	Run 21,561	621.00

2016-07-08	Run 21,560	609.00
2016-07-08	Run 21,497	573.00
2016-07-08	Run 21,508	561.00
2016-07-08	Run 21,488	537.00
2016-07-08	Run 21,551	431.75
2016-07-08	Run 21,586	323.94
2016-07-08	Run 21,474	274.80
2016-07-08	Run 21,546	250.00
2016-07-08	Run 21,489	250.00
2016-07-08	Run 21,473	200.00
2016-07-08	Run 21,498	180.00
2016-07-08	Run 21,516	150.00
2016-07-08	Run 21,542	150.00
2016-07-08	Run 21,479	150.00
2016-07-08	Run 21,504	150.00
2016-07-08	Run 21,510	112.12
2016-07-08	Run 21,541	95.18
2016-07-08	Run 21,480	87.36
2016-07-09	Run 21,613	1,025.00
2016-07-09	Run 21,657	953.00
2016-07-09	Run 21,569	893.00
2016-07-09	Run 21,608	855.00
2016-07-09	Run 21,590	855.00
2016-07-09	Run 21,565	819.00
2016-07-09	Run 21,618	797.00
2016-07-09	Run 21,665	783.00
2016-07-09	Run 21,656	747.00
2016-07-09	Run 21,694	625.00
2016-07-09	Run 21,642	609.00
2016-07-09	Run 21,592	587.00
2016-07-09	Run 21,621	573.00
2016-07-09	Run 21,623	549.00
2016-07-09	Run 21,614	275.00
2016-07-09	Run 21,616	250.00
2016-07-09	Run 21,668	250.00
2016-07-09	Run 21,671	250.00
2016-07-09	Run 21,658	150.00
2016-07-09	Run 21,688	107.57
2016-07-09	Run 21,638	101.69
2016-07-09	Run 21,631	82.34
2016-07-09	Run 21,601	75.82
2016-07-09	Run 21,651	70.75
2016-07-09	Run 21,661	18.28
2016-07-10	Run 21,781	999.00
2016-07-10	Run 22,138	999.00
2016-07-10	Run 21,701	953.00
2016-07-10	Run 21,780	867.00

2016-07-10	Run 21,739	831.00
2016-07-10	Run 21,785	797.00
2016-07-10	Run 21,678	795.00
2016-07-10	Run 21,726	783.00
2016-07-10	Run 21,712	771.00
2016-07-10	Run 21,747	771.00
2016-07-10	Run 21,748	771.00
2016-07-10	Run 21,776	771.00
2016-07-10	Run 21,738	759.00
2016-07-10	Run 21,687	733.00
2016-07-10	Run 21,720	721.00
2016-07-10	Run 21,727	650.00
2016-07-10	Run 21,680	573.00
2016-07-10	Run 21,728	300.00
2016-07-10	Run 21,713	250.00
2016-07-10	Run 21,691	250.00
2016-07-10	Run 21,734	135.00
2016-07-10	Run 21,731	101.26
2016-07-10	Run 21,803	83.88
2016-07-10	Run 21,692	73.07
2016-07-11	Run 21,912	879.00
2016-07-11	Run 21,861	869.00
2016-07-11	Run 21,908	855.00
2016-07-11	Run 21,795	843.00
2016-07-11	Run 21,794	821.00
2016-07-11	Run 21,827	819.00
2016-07-11	Run 21,857	809.00
2016-07-11	Run 21,828	795.00
2016-07-11	Run 21,835	771.00
2016-07-11	Run 21,899	759.00
2016-07-11	Run 21,832	695.00
2016-07-11	Run 21,816	694.00
2016-07-11	Run 21,887	645.00
2016-07-11	Run 21,848	621.00
2016-07-11	Run 21,885	549.00
2016-07-11	Run 21,911	250.00
2016-07-11	Run 21,836	250.00
2016-07-11	Run 21,855	250.00
2016-07-11	Run 21,906	250.00
2016-07-11	Run 21,897	222.44
2016-07-11	Run 21,907	200.00
2016-07-11	Run 21,783	150.00
2016-07-11	Run 21,810	150.00
2016-07-11	Run 21,915	150.00
2016-07-11	Run 21,804	100.10
2016-07-11	Run 21,829	93.30
2016-07-11	Run 21,895	93.01

2016-07-11	Run 21,889	91.85
2016-07-11	Run 21,863	90.11
2016-07-11	Run 21,842	89.24
2016-07-11	Run 21,840	88.08
2016-07-11	Run 21,933	79.59
2016-07-11	Run 21,771	76.40
2016-07-11	Run 21,894	20.00
2016-07-11	Run 21,856	18.60
2016-07-12	Run 21,983	881.00
2016-07-12	Run 21,953	881.00
2016-07-12	Run 22,019	843.00
2016-07-12	Run 21,971	833.00
2016-07-12	Run 22,031	818.00
2016-07-12	Run 22,024	817.00
2016-07-12	Run 21,910	813.00
2016-07-12	Run 21,926	795.00
2016-07-12	Run 21,986	783.00
2016-07-12	Run 21,961	759.00
2016-07-12	Run 21,960	747.00
2016-07-12	Run 21,942	733.00
2016-07-12	Run 22,038	709.00
2016-07-12	Run 21,981	669.00
2016-07-12	Run 22,051	633.00
2016-07-12	Run 21,970	627.00
2016-07-12	Run 21,940	621.00
2016-07-12	Run 22,052	573.00
2016-07-12	Run 21,914	549.00
2016-07-12	Run 21,896	471.29
2016-07-12	Run 22,050	342.98
2016-07-12	Run 21,988	250.00
2016-07-12	Run 21,957	250.00
2016-07-12	Run 22,028	203.48
2016-07-12	Run 21,918	150.00
2016-07-12	Run 21,947	107.78
2016-07-12	Run 22,004	100.00
2016-07-12	Run 21,903	91.12
2016-07-12	Run 22,033	20.00
2016-07-13	Run 22,090	939.00
2016-07-13	Run 22,158	917.00
2016-07-13	Run 22,139	893.00
2016-07-13	Run 22,064	881.00
2016-07-13	Run 22,029	833.00
2016-07-13	Run 22,097	809.00
2016-07-13	Run 22,149	809.00
2016-07-13	Run 22,048	795.00
2016-07-13	Run 22,118	793.00
2016-07-13	Run 22,081	781.00

2016-07-13	Run 22,075	768.16
2016-07-13	Run 22,127	705.00
2016-07-13	Run 22,074	681.00
2016-07-13	Run 22,160	645.00
2016-07-13	Run 22,140	633.00
2016-07-13	Run 22,035	597.00
2016-07-13	Run 22,134	561.00
2016-07-13	Run 22,049	549.00
2016-07-13	Run 22,091	300.00
2016-07-13	Run 22,095	300.00
2016-07-13	Run 22,065	297.74
2016-07-13	Run 22,116	267.90
2016-07-13	Run 22,115	250.00
2016-07-13	Run 22,171	250.00
2016-07-13	Run 22,084	210.00
2016-07-13	Run 22,113	150.00
2016-07-13	Run 22,080	150.00
2016-07-13	Run 22,086	150.00
2016-07-13	Run 22,041	148.77
2016-07-13	Run 22,143	88.95
2016-07-13	Run 22,092	86.39
2016-07-13	Run 22,043	25.00
2016-07-14	Run 22,208	929.00
2016-07-14	Run 22,184	929.00
2016-07-14	Run 22,287	905.00
2016-07-14	Run 22,198	886.00
2016-07-14	Run 22,193	867.00
2016-07-14	Run 22,146	831.00
2016-07-14	Run 22,187	821.00
2016-07-14	Run 22,190	819.00
2016-07-14	Run 22,223	819.00
2016-07-14	Run 22,261	795.00
2016-07-14	Run 22,248	795.00
2016-07-14	Run 22,154	783.00
2016-07-14	Run 22,228	609.00
2016-07-14	Run 22,229	609.00
2016-07-14	Run 22,240	609.00
2016-07-14	Run 22,282	597.00
2016-07-14	Run 22,212	591.00
2016-07-14	Run 22,211	591.00
2016-07-14	Run 22,281	573.00
2016-07-14	Run 22,268	561.00
2016-07-14	Run 22,226	387.84
2016-07-14	Run 22,253	342.28
2016-07-14	Run 22,199	250.00
2016-07-14	Run 22,207	250.00
2016-07-14	Run 22,186	250.00

2016-07-14	Run 22,206	231.89
2016-07-14	Run 22,202	200.00
2016-07-14	Run 22,272	160.00
2016-07-14	Run 22,284	151.40
2016-07-14	Run 22,192	150.00
2016-07-14	Run 22,157	150.00
2016-07-14	Run 22,247	100.00
2016-07-14	Run 22,197	90.26
2016-07-14	Run 22,172	78.14
2016-07-14	Run 22,174	77.70
2016-07-14	Run 22,230	60.00
2016-07-14	Run 22,181	17.67
2016-07-15	Run 22,358	994.00
2016-07-15	Run 22,402	963.00
2016-07-15	Run 22,267	879.00
2016-07-15	Run 22,291	857.00
2016-07-15	Run 22,319	857.00
2016-07-15	Run 22,371	831.00
2016-07-15	Run 22,381	821.00
2016-07-15	Run 22,310	809.00
2016-07-15	Run 22,321	795.00
2016-07-15	Run 22,318	795.00
2016-07-15	Run 22,340	769.00
2016-07-15	Run 22,365	759.00
2016-07-15	Run 22,364	747.00
2016-07-15	Run 22,356	723.66
2016-07-15	Run 22,397	645.00
2016-07-15	Run 22,407	633.00
2016-07-15	Run 22,366	609.00
2016-07-15	Run 22,341	609.00
2016-07-15	Run 22,288	597.00
2016-07-15	Run 22,367	537.00
2016-07-15	Run 22,304	323.94
2016-07-15	Run 22,391	300.00
2016-07-15	Run 22,346	300.00
2016-07-15	Run 22,363	250.00
2016-07-15	Run 22,383	200.00
2016-07-15	Run 22,380	200.00
2016-07-15	Run 22,368	150.00
2016-07-15	Run 22,306	150.00
2016-07-15	Run 22,317	100.00
2016-07-15	Run 22,299	93.88
2016-07-15	Run 22,375	84.90
2016-07-15	Run 22,326	80.31
2016-07-15	Run 22,271	40.00
2016-07-15	Run 22,308	18.83
2016-07-16	Run 22,523	1,059.00

2016-07-16	Run 22,482	869.00
2016-07-16	Run 22,452	849.00
2016-07-16	Run 22,424	833.00
2016-07-16	Run 22,438	831.00
2016-07-16	Run 22,409	819.00
2016-07-16	Run 22,443	747.00
2016-07-16	Run 22,463	693.00
2016-07-16	Run 22,377	657.00
2016-07-16	Run 22,451	639.00
2016-07-16	Run 22,464	635.91
2016-07-16	Run 22,421	597.00
2016-07-16	Run 22,440	561.00
2016-07-16	Run 22,444	561.00
2016-07-16	Run 22,473	549.00
2016-07-16	Run 22,520	549.00
2016-07-16	Run 22,460	537.00
2016-07-16	Run 22,429	250.00
2016-07-16	Run 22,474	250.00
2016-07-16	Run 22,436	175.00
2016-07-16	Run 22,439	150.00
2016-07-16	Run 22,456	150.00
2016-07-16	Run 22,511	102.27
2016-07-16	Run 22,484	98.59
2016-07-16	Run 22,498	90.98
2016-07-16	Run 22,471	88.95
2016-07-16	Run 22,459	88.66
2016-07-16	Run 22,423	87.07
2016-07-16	Run 22,465	86.49
2016-07-16	Run 22,445	77.23
2016-07-17	Run 22,576	1,061.00
2016-07-17	Run 22,594	879.00
2016-07-17	Run 22,544	869.00
2016-07-17	Run 23,527	867.00
2016-07-17	Run 22,528	845.00
2016-07-17	Run 22,568	845.00
2016-07-17	Run 22,616	845.00
2016-07-17	Run 22,578	831.00
2016-07-17	Run 22,644	821.00
2016-07-17	Run 22,509	819.00
2016-07-17	Run 22,513	819.00
2016-07-17	Run 22,500	809.00
2016-07-17	Run 22,613	797.00
2016-07-17	Run 22,571	783.00
2016-07-17	Run 22,569	759.00
2016-07-17	Run 22,612	645.00
2016-07-17	Run 22,575	639.00
2016-07-17	Run 22,559	597.00

2016-07-17	Run 22,601	573.00
2016-07-17	Run 22,639	549.00
2016-07-17	Run 22,531	537.00
2016-07-17	Run 22,615	474.40
2016-07-17	Run 22,582	250.00
2016-07-17	Run 22,538	250.00
2016-07-17	Run 22,622	178.60
2016-07-17	Run 22,591	156.60
2016-07-17	Run 22,558	150.00
2016-07-17	Run 22,561	150.00
2016-07-17	Run 22,521	150.00
2016-07-17	Run 22,590	139.95
2016-07-17	Run 22,623	91.99
2016-07-17	Run 22,635	90.69
2016-07-17	Run 22,545	85.67
2016-07-17	Run 22,555	85.48
2016-07-18	Run 22,702	917.00
2016-07-18	Run 22,671	855.00
2016-07-18	Run 22,652	795.00
2016-07-18	Run 22,700	795.00
2016-07-18	Run 22,726	795.00
2016-07-18	Run 22,751	759.00
2016-07-18	Run 22,714	697.00
2016-07-18	Run 22,738	621.00
2016-07-18	Run 22,607	609.00
2016-07-18	Run 22,722	537.00
2016-07-18	Run 22,655	275.00
2016-07-18	Run 22,716	250.00
2016-07-18	Run 22,663	150.00
2016-07-18	Run 22,753	150.00
2016-07-18	Run 22,693	119.40
2016-07-18	Run 22,744	100.96
2016-07-18	Run 22,697	97.64
2016-07-18	Run 22,717	89.39
2016-07-18	Run 22,710	88.37
2016-07-18	Run 22,617	87.26
2016-07-18	Run 22,654	71.78
2016-07-18	Run 22,721	63.55
2016-07-19	Run 22,836	939.00
2016-07-19	Run 22,756	927.00
2016-07-19	Run 22,868	905.00
2016-07-19	Run 22,818	857.00
2016-07-19	Run 22,853	819.00
2016-07-19	Run 22,831	795.00
2016-07-19	Run 22,769	771.00
2016-07-19	Run 22,847	747.00
2016-07-19	Run 22,785	697.00

2016-07-19	Run 22,780	633.00
2016-07-19	Run 22,759	597.00
2016-07-19	Run 22,864	561.00
2016-07-19	Run 22,797	537.00
2016-07-19	Run 22,742	338.22
2016-07-19	Run 22,835	300.00
2016-07-19	Run 22,851	250.00
2016-07-19	Run 22,811	200.00
2016-07-19	Run 22,782	200.00
2016-07-19	Run 22,816	150.00
2016-07-19	Run 22,779	150.00
2016-07-19	Run 22,821	121.80
2016-07-19	Run 22,815	100.25
2016-07-19	Run 22,796	92.86
2016-07-19	Run 22,857	79.73
2016-07-19	Run 22,734	72.35
2016-07-19	Run 22,859	59.12
2016-07-20	Run 22,881	1,133.00
2016-07-20	Run 22,902	855.00
2016-07-20	Run 22,944	831.00
2016-07-20	Run 22,909	807.00
2016-07-20	Run 22,959	807.00
2016-07-20	Run 22,848	807.00
2016-07-20	Run 22,915	795.00
2016-07-20	Run 22,896	795.00
2016-07-20	Run 22,923	795.00
2016-07-20	Run 22,918	771.00
2016-07-20	Run 22,917	769.00
2016-07-20	Run 22,988	759.00
2016-07-20	Run 22,933	757.00
2016-07-20	Run 22,964	747.00
2016-07-20	Run 22,942	747.00
2016-07-20	Run 22,950	621.00
2016-07-20	Run 22,852	549.00
2016-07-20	Run 22,963	537.00
2016-07-20	Run 22,920	492.45
2016-07-20	Run 22,946	338.22
2016-07-20	Run 22,861	275.00
2016-07-20	Run 27,379	267.34
2016-07-20	Run 22,943	250.00
2016-07-20	Run 22,922	250.00
2016-07-20	Run 22,962	217.68
2016-07-20	Run 22,989	200.00
2016-07-20	Run 22,899	150.00
2016-07-20	Run 22,956	100.68
2016-07-20	Run 22,972	88.81
2016-07-20	Run 22,886	88.37

2016-07-20	Run 22,910	86.20
2016-07-20	Run 22,880	82.05
2016-07-21	Run 23,007	1,023.00
2016-07-21	Run 23,020	867.00
2016-07-21	Run 23,040	855.00
2016-07-21	Run 23,022	831.00
2016-07-21	Run 23,033	795.00
2016-07-21	Run 23,048	783.00
2016-07-21	Run 23,073	771.00
2016-07-21	Run 23,037	759.00
2016-07-21	Run 23,046	747.00
2016-07-21	Run 23,086	747.00
2016-07-21	Run 22,974	609.00
2016-07-21	Run 22,978	597.00
2016-07-21	Run 23,034	561.00
2016-07-21	Run 22,985	549.00
2016-07-21	Run 23,088	549.00
2016-07-21	Run 23,052	537.00
2016-07-21	Run 22,998	250.00
2016-07-21	Run 23,063	250.00
2016-07-21	Run 23,092	250.00
2016-07-21	Run 23,057	225.00
2016-07-21	Run 23,087	225.00
2016-07-21	Run 23,060	175.80
2016-07-21	Run 23,023	94.16
2016-07-21	Run 22,982	80.46
2016-07-22	Run 23,149	1,037.00
2016-07-22	Run 23,080	917.00
2016-07-22	Run 23,225	893.00
2016-07-22	Run 23,108	833.00
2016-07-22	Run 23,079	819.00
2016-07-22	Run 23,209	795.00
2016-07-22	Run 23,296	759.00
2016-07-22	Run 23,119	747.00
2016-07-22	Run 23,201	657.00
2016-07-22	Run 23,178	645.00
2016-07-22	Run 23,223	633.00
2016-07-22	Run 23,115	585.00
2016-07-22	Run 23,141	566.03
2016-07-22	Run 23,100	549.00
2016-07-22	Run 23,097	542.17
2016-07-22	Run 23,096	443.02
2016-07-22	Run 23,116	408.55
2016-07-22	Run 23,345	275.00
2016-07-22	Run 23,110	250.00
2016-07-22	Run 23,169	250.00
2016-07-22	Run 23,183	150.00

2016-07-22	Run 23,112	150.00
2016-07-22	Run 23,123	124.76
2016-07-22	Run 23,161	89.39
2016-07-22	Run 23,125	77.99
2016-07-23	Run 23,330	891.00
2016-07-23	Run 23,217	869.00
2016-07-23	Run 23,338	855.00
2016-07-23	Run 23,320	831.00
2016-07-23	Run 23,230	831.00
2016-07-23	Run 23,322	831.00
2016-07-23	Run 23,355	793.00
2016-07-23	Run 23,299	783.00
2016-07-23	Run 29,271	661.00
2016-07-23	Run 23,250	573.00
2016-07-23	Run 23,311	561.00
2016-07-23	Run 23,244	537.00
2016-07-23	Run 23,245	537.00
2016-07-23	Run 23,255	511.00
2016-07-23	Run 23,286	376.30
2016-07-23	Run 23,220	373.94
2016-07-23	Run 23,273	364.38
2016-07-23	Run 23,314	342.98
2016-07-23	Run 23,276	300.00
2016-07-23	Run 23,257	300.00
2016-07-23	Run 23,306	250.00
2016-07-23	Run 23,279	250.00
2016-07-23	Run 23,237	250.00
2016-07-23	Run 23,287	250.00
2016-07-23	Run 23,315	250.00
2016-07-23	Run 23,317	150.00
2016-07-23	Run 23,228	150.00
2016-07-23	Run 23,258	150.00
2016-07-23	Run 23,291	150.00
2016-07-23	Run 23,362	138.60
2016-07-23	Run 23,202	89.10
2016-07-23	Run 23,360	78.14
2016-07-23	Run 23,332	23.28
2016-07-24	Run 23,443	1,311.00
2016-07-24	Run 23,391	965.00
2016-07-24	Run 23,453	927.00
2016-07-24	Run 23,455	893.00
2016-07-24	Run 23,380	845.00
2016-07-24	Run 23,441	819.00
2016-07-24	Run 23,351	805.00
2016-07-24	Run 23,328	783.00
2016-07-24	Run 23,442	769.00
2016-07-24	Run 23,425	757.00

2016-07-24	Run 23,436	747.00
2016-07-24	Run 23,466	621.00
2016-07-24	Run 23,477	621.00
2016-07-24	Run 23,431	597.83
2016-07-24	Run 23,491	597.00
2016-07-24	Run 23,413	573.00
2016-07-24	Run 23,344	549.00
2016-07-24	Run 23,374	537.00
2016-07-24	Run 23,440	384.57
2016-07-24	Run 23,450	338.22
2016-07-24	Run 23,433	328.70
2016-07-24	Run 23,481	312.02
2016-07-24	Run 23,406	250.00
2016-07-24	Run 23,474	250.00
2016-07-24	Run 23,379	216.75
2016-07-24	Run 23,327	150.00
2016-07-24	Run 23,462	150.00
2016-07-24	Run 23,452	99.23
2016-07-24	Run 23,395	95.76
2016-07-24	Run 23,399	87.65
2016-07-24	Run 23,454	73.79
2016-07-24	Run 23,448	72.20
2016-07-24	Run 23,420	71.19
2016-07-25	Run 23,461	1,041.00
2016-07-25	Run 23,587	843.00
2016-07-25	Run 23,558	843.00
2016-07-25	Run 23,575	831.00
2016-07-25	Run 23,564	821.00
2016-07-25	Run 23,499	795.00
2016-07-25	Run 23,457	795.00
2016-07-25	Run 23,568	795.00
2016-07-25	Run 23,501	783.00
2016-07-25	Run 23,548	777.00
2016-07-25	Run 23,498	759.00
2016-07-25	Run 23,573	759.00
2016-07-25	Run 23,535	747.00
2016-07-25	Run 23,471	747.00
2016-07-25	Run 23,562	747.00
2016-07-25	Run 23,549	733.00
2016-07-25	Run 23,469	645.00
2016-07-25	Run 23,516	621.00
2016-07-25	Run 23,519	573.00
2016-07-25	Run 23,514	573.00
2016-07-25	Run 23,509	561.00
2016-07-25	Run 23,500	537.00
2016-07-25	Run 23,542	250.00
2016-07-25	Run 23,483	250.00

2016-07-25	Run 23,576	250.00
2016-07-25	Run 23,544	200.00
2016-07-25	Run 23,502	200.00
2016-07-25	Run 23,596	179.60
2016-07-25	Run 23,588	175.00
2016-07-25	Run 23,459	150.00
2016-07-25	Run 23,551	150.00
2016-07-25	Run 23,557	150.00
2016-07-25	Run 23,493	120.05
2016-07-25	Run 23,529	90.11
2016-07-25	Run 23,521	87.65
2016-07-25	Run 23,486	86.06
2016-07-25	Run 23,530	85.33
2016-07-25	Run 23,545	80.31
2016-07-25	Run 23,473	60.00
2016-07-26	Run 23,600	867.00
2016-07-26	Run 23,615	819.00
2016-07-26	Run 23,666	795.00
2016-07-26	Run 23,671	795.00
2016-07-26	Run 23,668	781.00
2016-07-26	Run 23,667	759.00
2016-07-26	Run 23,632	747.00
2016-07-26	Run 23,616	729.00
2016-07-26	Run 23,647	605.00
2016-07-26	Run 23,593	591.00
2016-07-26	Run 23,631	573.00
2016-07-26	Run 23,599	561.00
2016-07-26	Run 23,608	383.46
2016-07-26	Run 23,602	225.00
2016-07-26	Run 23,664	200.00
2016-07-26	Run 23,605	200.00
2016-07-26	Run 23,640	150.00
2016-07-26	Run 23,628	150.00
2016-07-26	Run 23,874	150.00
2016-07-26	Run 23,601	121.80
2016-07-26	Run 23,594	118.20
2016-07-26	Run 23,653	100.00
2016-07-26	Run 23,626	98.36
2016-07-26	Run 23,639	94.60
2016-07-26	Run 23,680	92.28
2016-07-26	Run 23,586	72.20
2016-07-26	Run 23,606	20.00
2016-07-26	Run 23,656	20.00
2016-07-27	Run 23,743	879.00
2016-07-27	Run 23,782	857.00
2016-07-27	Run 23,783	833.00
2016-07-27	Run 23,669	831.00

2016-07-27	Run 23,721	795.00
2016-07-27	Run 23,741	795.00
2016-07-27	Run 23,761	791.00
2016-07-27	Run 23,737	733.00
2016-07-27	Run 23,746	573.00
2016-07-27	Run 23,772	537.00
2016-07-27	Run 23,694	347.78
2016-07-27	Run 23,731	333.46
2016-07-27	Run 23,696	227.70
2016-07-27	Run 23,686	200.00
2016-07-27	Run 23,763	150.00
2016-07-27	Run 23,777	133.80
2016-07-27	Run 23,727	104.16
2016-07-27	Run 23,706	87.55
2016-07-27	Run 23,701	86.35
2016-07-27	Run 23,735	86.20
2016-07-27	Run 23,906	20.00
2016-07-28	Run 23,796	1,035.00
2016-07-28	Run 23,748	881.00
2016-07-28	Run 23,821	795.00
2016-07-28	Run 23,749	793.00
2016-07-28	Run 23,950	705.00
2016-07-28	Run 23,809	669.00
2016-07-28	Run 23,768	585.00
2016-07-28	Run 23,822	573.00
2016-07-28	Run 23,889	573.00
2016-07-28	Run 23,806	549.00
2016-07-28	Run 23,801	537.00
2016-07-28	Run 23,890	275.00
2016-07-28	Run 23,834	250.00
2016-07-28	Run 23,857	250.00
2016-07-28	Run 23,867	208.16
2016-07-28	Run 23,830	110.00
2016-07-28	Run 23,846	93.88
2016-07-28	Run 23,800	83.88
2016-07-28	Run 23,817	78.28
2016-07-28	Run 23,934	77.27
2016-07-28	Run 23,872	74.70
2016-07-28	Run 23,837	70.64
2016-07-29	Run 23,864	893.00
2016-07-29	Run 23,942	891.00
2016-07-29	Run 23,873	877.00
2016-07-29	Run 23,954	857.00
2016-07-29	Run 23,947	807.00
2016-07-29	Run 23,945	797.00
2016-07-29	Run 23,943	783.00
2016-07-29	Run 23,944	783.00

2016-07-29	Run 23,976	771.00
2016-07-29	Run 24,012	757.00
2016-07-29	Run 23,959	716.84
2016-07-29	Run 23,930	693.00
2016-07-29	Run 23,916	621.00
2016-07-29	Run 23,898	609.00
2016-07-29	Run 23,978	561.00
2016-07-29	Run 23,929	549.00
2016-07-29	Run 23,952	537.00
2016-07-29	Run 23,979	521.66
2016-07-29	Run 23,963	443.33
2016-07-29	Run 23,972	342.98
2016-07-29	Run 23,882	250.00
2016-07-29	Run 23,969	250.00
2016-07-29	Run 23,971	250.00
2016-07-29	Run 23,985	168.60
2016-07-29	Run 23,901	150.00
2016-07-29	Run 23,987	150.00
2016-07-29	Run 23,919	150.00
2016-07-29	Run 23,992	119.40
2016-07-29	Run 23,904	108.50
2016-07-29	Run 23,941	107.40
2016-07-29	Run 23,964	103.72
2016-07-29	Run 23,914	101.84
2016-07-29	Run 23,968	100.97
2016-07-29	Run 23,893	86.92
2016-07-29	Run 23,920	83.88
2016-07-29	Run 23,961	82.16
2016-07-29	Run 23,955	79.59
2016-07-30	Run 24,123	903.00
2016-07-30	Run 24,084	823.00
2016-07-30	Run 24,064	819.00
2016-07-30	Run 24,043	807.00
2016-07-30	Run 24,092	795.00
2016-07-30	Run 24,066	771.00
2016-07-30	Run 24,121	771.00
2016-07-30	Run 24,048	771.00
2016-07-30	Run 24,040	733.00
2016-07-30	Run 24,058	705.00
2016-07-30	Run 24,036	573.00
2016-07-30	Run 24,033	399.04
2016-07-30	Run 24,071	352.02
2016-07-30	Run 23,989	300.00
2016-07-30	Run 24,049	250.00
2016-07-30	Run 24,031	250.00
2016-07-30	Run 24,020	250.00
2016-07-30	Run 24,063	216.77

2016-07-30	Run 24,032	150.00
2016-07-30	Run 24,050	150.00
2016-07-30	Run 24,016	90.98
2016-07-30	Run 24,002	88.95
2016-07-30	Run 24,097	74.37
2016-07-31	Run 24,127	1,042.00
2016-07-31	Run 24,169	949.00
2016-07-31	Run 24,090	939.00
2016-07-31	Run 24,130	927.00
2016-07-31	Run 24,080	659.00
2016-07-31	Run 24,122	597.00
2016-07-31	Run 24,167	549.00
2016-07-31	Run 24,161	541.00
2016-07-31	Run 24,162	541.00
2016-07-31	Run 24,178	537.00
2016-07-31	Run 24,129	333.46
2016-07-31	Run 24,141	290.00
2016-07-31	Run 24,126	250.00
2016-07-31	Run 24,134	225.00
2016-07-31	Run 24,140	217.68
2016-07-31	Run 24,144	215.31
2016-07-31	Run 24,137	200.00
2016-07-31	Run 24,112	200.00
2016-07-31	Run 24,136	150.00
2016-07-31	Run 24,163	120.20
2016-07-31	Run 24,116	107.92
2016-08-01	Run 24,297	1,030.00
2016-08-01	Run 24,205	893.00
2016-08-01	Run 24,294	833.00
2016-08-01	Run 24,282	831.00
2016-08-01	Run 24,192	795.00
2016-08-01	Run 24,281	783.00
2016-08-01	Run 24,217	645.00
2016-08-01	Run 24,265	645.00
2016-08-01	Run 24,212	585.00
2016-08-01	Run 24,250	561.00
2016-08-01	Run 24,262	561.00
2016-08-01	Run 24,197	278.70
2016-08-01	Run 24,209	250.00
2016-08-01	Run 24,195	250.00
2016-08-01	Run 24,275	250.00
2016-08-01	Run 24,280	250.00
2016-08-01	Run 24,338	250.00
2016-08-01	Run 24,227	225.00
2016-08-01	Run 24,233	203.40
2016-08-01	Run 24,264	200.00
2016-08-01	Run 24,240	150.00

2016-08-01	Run 24,204	124.20
2016-08-01	Run 24,239	85.48
2016-08-01	Run 24,248	74.08
2016-08-01	Run 24,224	20.00
2016-08-02	Run 24,379	937.00
2016-08-02	Run 24,307	913.00
2016-08-02	Run 24,299	897.00
2016-08-02	Run 24,350	855.00
2016-08-02	Run 24,342	837.00
2016-08-02	Run 24,389	797.00
2016-08-02	Run 24,347	783.00
2016-08-02	Run 24,362	783.00
2016-08-02	Run 24,367	753.00
2016-08-02	Run 24,278	609.00
2016-08-02	Run 24,334	561.00
2016-08-02	Run 24,369	561.00
2016-08-02	Run 24,354	561.00
2016-08-02	Run 24,287	549.00
2016-08-02	Run 24,368	543.00
2016-08-02	Run 24,312	537.00
2016-08-02	Run 24,319	386.71
2016-08-02	Run 24,327	366.24
2016-08-02	Run 24,365	300.00
2016-08-02	Run 24,341	275.00
2016-08-02	Run 24,336	250.00
2016-08-02	Run 24,352	156.20
2016-08-02	Run 24,351	103.43
2016-08-02	Run 24,380	94.89
2016-08-02	Run 24,325	69.70
2016-08-03	Run 24,391	1,001.00
2016-08-03	Run 24,489	937.00
2016-08-03	Run 24,428	843.00
2016-08-03	Run 24,472	831.00
2016-08-03	Run 24,419	805.00
2016-08-03	Run 24,482	795.00
2016-08-03	Run 24,490	783.00
2016-08-03	Run 24,399	782.00
2016-08-03	Run 24,479	769.00
2016-08-03	Run 24,373	759.00
2016-08-03	Run 24,551	709.00
2016-08-03	Run 24,371	621.00
2016-08-03	Run 24,390	585.00
2016-08-03	Run 24,476	573.00
2016-08-03	Run 24,448	561.00
2016-08-03	Run 24,431	549.00
2016-08-03	Run 24,408	275.00
2016-08-03	Run 24,411	250.00

2016-08-03	Run 24,503	250.00
2016-08-03	Run 24,413	225.00
2016-08-03	Run 24,449	150.00
2016-08-03	Run 24,438	150.00
2016-08-03	Run 24,418	150.00
2016-08-03	Run 24,484	113.55
2016-08-03	Run 24,396	94.45
2016-08-03	Run 24,458	90.74
2016-08-03	Run 24,385	90.16
2016-08-03	Run 24,374	90.11
2016-08-03	Run 24,505	84.90
2016-08-03	Run 24,437	84.17
2016-08-03	Run 24,450	48.00
2016-08-04	Run 24,550	881.00
2016-08-04	Run 24,539	879.00
2016-08-04	Run 24,588	869.00
2016-08-04	Run 24,669	857.00
2016-08-04	Run 24,528	843.00
2016-08-04	Run 24,571	831.00
2016-08-04	Run 24,557	805.00
2016-08-04	Run 24,553	795.00
2016-08-04	Run 24,517	745.00
2016-08-04	Run 24,538	585.00
2016-08-04	Run 24,485	537.00
2016-08-04	Run 24,552	502.63
2016-08-04	Run 24,534	377.67
2016-08-04	Run 24,580	300.00
2016-08-04	Run 24,526	150.00
2016-08-04	Run 24,569	116.62
2016-08-04	Run 24,480	89.10
2016-08-04	Run 24,494	89.10
2016-08-04	Run 24,535	87.65
2016-08-04	Run 24,576	75.68
2016-08-04	Run 24,561	72.06
2016-08-05	Run 24,674	975.00
2016-08-05	Run 24,684	881.00
2016-08-05	Run 24,681	857.00
2016-08-05	Run 24,572	855.00
2016-08-05	Run 24,652	813.00
2016-08-05	Run 24,632	805.00
2016-08-05	Run 24,622	797.00
2016-08-05	Run 24,630	747.00
2016-08-05	Run 24,653	747.00
2016-08-05	Run 24,690	747.00
2016-08-05	Run 24,607	649.00
2016-08-05	Run 24,673	637.00
2016-08-05	Run 24,612	591.00

2016-08-05	Run 24,613	591.00
2016-08-05	Run 24,704	573.00
2016-08-05	Run 24,703	561.00
2016-08-05	Run 24,642	476.84
2016-08-05	Run 24,606	452.86
2016-08-05	Run 26,845	441.06
2016-08-05	Run 24,639	250.00
2016-08-05	Run 24,602	218.90
2016-08-05	Run 24,593	200.00
2016-08-05	Run 24,656	164.20
2016-08-05	Run 24,675	150.00
2016-08-05	Run 24,677	150.00
2016-08-05	Run 24,597	150.00
2016-08-05	Run 24,649	119.50
2016-08-05	Run 24,660	119.40
2016-08-05	Run 24,621	91.17
2016-08-05	Run 24,670	78.72
2016-08-06	Run 24,778	857.00
2016-08-06	Run 24,736	855.00
2016-08-06	Run 24,779	843.00
2016-08-06	Run 24,781	831.00
2016-08-06	Run 24,715	821.00
2016-08-06	Run 24,803	819.00
2016-08-06	Run 24,723	759.00
2016-08-06	Run 24,763	747.00
2016-08-06	Run 24,824	657.31
2016-08-06	Run 24,800	633.00
2016-08-06	Run 24,700	597.00
2016-08-06	Run 24,695	585.00
2016-08-06	Run 24,716	561.00
2016-08-06	Run 24,771	561.00
2016-08-06	Run 24,757	537.00
2016-08-06	Run 24,801	537.00
2016-08-06	Run 24,747	300.00
2016-08-06	Run 24,777	225.00
2016-08-06	Run 24,786	150.28
2016-08-06	Run 24,784	150.00
2016-08-06	Run 24,764	124.20
2016-08-06	Run 24,748	121.80
2016-08-06	Run 24,752	107.40
2016-08-06	Run 24,753	106.33
2016-08-06	Run 24,783	100.00
2016-08-06	Run 24,729	93.44
2016-08-06	Run 24,725	89.10
2016-08-06	Run 24,813	84.61
2016-08-06	Run 24,754	78.14
2016-08-06	Run 24,814	74.95

2016-08-06	Run 24,884	73.94
2016-08-06	Run 24,796	70.90
2016-08-07	Run 24,918	1,073.00
2016-08-07	Run 24,910	881.00
2016-08-07	Run 24,901	853.00
2016-08-07	Run 24,873	819.00
2016-08-07	Run 24,899	819.00
2016-08-07	Run 24,913	807.00
2016-08-07	Run 24,879	759.00
2016-08-07	Run 24,870	747.00
2016-08-07	Run 24,866	747.00
2016-08-07	Run 24,900	745.00
2016-08-07	Run 24,924	697.00
2016-08-07	Run 24,902	645.00
2016-08-07	Run 24,835	633.00
2016-08-07	Run 24,876	633.00
2016-08-07	Run 24,859	633.00
2016-08-07	Run 24,930	609.00
2016-08-07	Run 24,889	561.00
2016-08-07	Run 24,858	540.99
2016-08-07	Run 24,852	300.00
2016-08-07	Run 24,905	250.00
2016-08-07	Run 24,840	250.00
2016-08-07	Run 24,923	200.70
2016-08-07	Run 24,891	200.00
2016-08-07	Run 24,892	150.00
2016-08-07	Run 24,864	100.00
2016-08-07	Run 24,797	90.83
2016-08-07	Run 24,838	90.83
2016-08-07	Run 24,863	88.52
2016-08-07	Run 24,825	77.99
2016-08-07	Run 24,848	75.53
2016-08-08	Run 24,967	917.00
2016-08-08	Run 25,037	898.00
2016-08-08	Run 24,942	867.00
2016-08-08	Run 25,022	833.00
2016-08-08	Run 24,988	819.00
2016-08-08	Run 25,050	783.00
2016-08-08	Run 24,998	759.00
2016-08-08	Run 24,965	759.00
2016-08-08	Run 24,990	747.00
2016-08-08	Run 25,018	609.00
2016-08-08	Run 25,040	597.00
2016-08-08	Run 24,989	561.00
2016-08-08	Run 25,031	561.00
2016-08-08	Run 25,015	549.00
2016-08-08	Run 24,917	389.23

2016-08-08	Run 24,999	357.26
2016-08-08	Run 24,919	300.00
2016-08-08	Run 25,000	250.00
2016-08-08	Run 25,013	250.00
2016-08-08	Run 25,057	250.00
2016-08-08	Run 25,046	150.00
2016-08-08	Run 25,025	150.00
2016-08-08	Run 24,964	108.36
2016-08-08	Run 24,978	98.22
2016-08-08	Run 24,937	94.89
2016-08-08	Run 25,006	92.43
2016-08-09	Run 25,110	881.00
2016-08-09	Run 25,108	821.00
2016-08-09	Run 25,172	809.00
2016-08-09	Run 25,087	645.00
2016-08-09	Run 25,099	609.00
2016-08-09	Run 25,044	561.00
2016-08-09	Run 25,088	549.00
2016-08-09	Run 25,048	443.70
2016-08-09	Run 25,158	366.78
2016-08-09	Run 25,072	150.00
2016-08-09	Run 25,116	150.00
2016-08-09	Run 25,077	150.00
2016-08-09	Run 25,174	150.00
2016-08-09	Run 25,157	94.60
2016-08-09	Run 25,069	89.24
2016-08-09	Run 25,081	86.49
2016-08-09	Run 25,153	84.17
2016-08-10	Run 25,148	879.00
2016-08-10	Run 25,232	879.00
2016-08-10	Run 25,139	867.00
2016-08-10	Run 25,177	867.00
2016-08-10	Run 25,238	855.00
2016-08-10	Run 25,216	831.00
2016-08-10	Run 25,176	809.00
2016-08-10	Run 25,240	781.00
2016-08-10	Run 25,162	769.00
2016-08-10	Run 25,140	759.00
2016-08-10	Run 25,183	573.00
2016-08-10	Run 25,186	573.00
2016-08-10	Run 25,219	573.00
2016-08-10	Run 25,192	381.06
2016-08-10	Run 25,149	317.31
2016-08-10	Run 25,151	275.00
2016-08-10	Run 25,182	150.00
2016-08-10	Run 25,229	150.00
2016-08-10	Run 25,207	131.10

2016-08-10	Run 25,150	123.70
2016-08-10	Run 25,204	100.00
2016-08-10	Run 25,220	89.10
2016-08-10	Run 25,230	85.91
2016-08-10	Run 25,163	80.90
2016-08-10	Run 25,226	73.79
2016-08-11	Run 25,256	857.00
2016-08-11	Run 25,297	833.00
2016-08-11	Run 25,336	819.00
2016-08-11	Run 25,254	747.00
2016-08-11	Run 25,280	745.00
2016-08-11	Run 25,300	735.00
2016-08-11	Run 25,272	633.00
2016-08-11	Run 25,259	633.00
2016-08-11	Run 25,291	597.00
2016-08-11	Run 25,307	585.00
2016-08-11	Run 25,305	585.00
2016-08-11	Run 25,737	573.00
2016-08-11	Run 25,271	200.00
2016-08-11	Run 25,287	200.00
2016-08-11	Run 25,285	174.37
2016-08-11	Run 25,324	166.36
2016-08-11	Run 25,301	150.00
2016-08-11	Run 25,251	150.00
2016-08-11	Run 25,312	150.00
2016-08-11	Run 25,299	143.25
2016-08-11	Run 25,243	100.25
2016-08-11	Run 25,334	94.74
2016-08-11	Run 25,346	89.10
2016-08-11	Run 25,335	88.95
2016-08-11	Run 25,308	85.48
2016-08-11	Run 25,344	75.82
2016-08-11	Run 25,249	18.92
2016-08-12	Run 25,439	953.00
2016-08-12	Run 25,428	937.00
2016-08-12	Run 25,433	845.00
2016-08-12	Run 25,415	797.00
2016-08-12	Run 25,406	795.00
2016-08-12	Run 25,411	795.00
2016-08-12	Run 25,399	759.00
2016-08-12	Run 25,414	757.00
2016-08-12	Run 30,780	757.00
2016-08-12	Run 25,385	673.00
2016-08-12	Run 25,365	657.00
2016-08-12	Run 25,347	621.00
2016-08-12	Run 25,375	585.00
2016-08-12	Run 25,738	561.00

2016-08-12	Run 25,384	508.64
2016-08-12	Run 25,740	386.36
2016-08-12	Run 26,847	382.38
2016-08-12	Run 25,423	371.88
2016-08-12	Run 25,376	297.74
2016-08-12	Run 25,353	250.00
2016-08-12	Run 25,369	150.00
2016-08-12	Run 25,374	150.00
2016-08-12	Run 25,441	112.20
2016-08-12	Run 25,390	110.00
2016-08-12	Run 25,459	97.21
2016-08-12	Run 25,358	90.69
2016-08-12	Run 25,362	71.04
2016-08-12	Run 25,361	20.00
2016-08-12	Run 25,378	16.77
2016-08-13	Run 25,541	941.00
2016-08-13	Run 25,488	903.00
2016-08-13	Run 25,455	833.00
2016-08-13	Run 25,477	831.00
2016-08-13	Run 25,498	829.00
2016-08-13	Run 25,542	821.00
2016-08-13	Run 25,551	819.00
2016-08-13	Run 25,451	795.00
2016-08-13	Run 25,443	771.00
2016-08-13	Run 25,526	747.00
2016-08-13	Run 25,483	647.00
2016-08-13	Run 25,512	609.00
2016-08-13	Run 25,494	597.00
2016-08-13	Run 25,435	585.00
2016-08-13	Run 25,487	549.00
2016-08-13	Run 25,508	300.00
2016-08-13	Run 30,782	275.91
2016-08-13	Run 25,569	250.00
2016-08-13	Run 25,445	250.00
2016-08-13	Run 25,457	205.25
2016-08-13	Run 25,449	193.50
2016-08-13	Run 25,515	150.00
2016-08-13	Run 25,549	125.00
2016-08-13	Run 25,481	110.00
2016-08-14	Run 25,625	973.00
2016-08-14	Run 25,612	893.00
2016-08-14	Run 25,598	879.00
2016-08-14	Run 25,620	857.00
2016-08-14	Run 30,783	855.00
2016-08-14	Run 25,575	795.00
2016-08-14	Run 25,565	783.00
2016-08-14	Run 25,643	771.00

2016-08-14	Run 25,599	771.00
2016-08-14	Run 25,661	771.00
2016-08-14	Run 26,852	759.00
2016-08-14	Run 25,587	757.00
2016-08-14	Run 25,582	747.00
2016-08-14	Run 25,583	708.00
2016-08-14	Run 25,567	609.00
2016-08-14	Run 36,170	585.00
2016-08-14	Run 25,640	561.00
2016-08-14	Run 25,594	549.00
2016-08-14	Run 25,615	537.00
2016-08-14	Run 25,642	464.73
2016-08-14	Run 25,654	300.00
2016-08-14	Run 25,573	275.00
2016-08-14	Run 25,622	275.00
2016-08-14	Run 25,597	250.00
2016-08-14	Run 25,621	150.00
2016-08-14	Run 25,624	150.00
2016-08-14	Run 25,592	133.80
2016-08-14	Run 25,560	95.76
2016-08-14	Run 25,617	38.57
2016-08-15	Run 25,773	973.00
2016-08-15	Run 25,687	953.00
2016-08-15	Run 25,694	929.00
2016-08-15	Run 25,663	913.00
2016-08-15	Run 25,719	869.00
2016-08-15	Run 25,726	865.00
2016-08-15	Run 25,772	855.00
2016-08-15	Run 25,666	841.00
2016-08-15	Run 25,665	831.00
2016-08-15	Run 25,728	807.00
2016-08-15	Run 25,734	807.00
2016-08-15	Run 25,741	797.00
2016-08-15	Run 25,715	795.00
2016-08-15	Run 25,658	759.00
2016-08-15	Run 25,723	721.00
2016-08-15	Run 25,746	685.00
2016-08-15	Run 25,678	669.00
2016-08-15	Run 25,689	647.00
2016-08-15	Run 25,690	647.00
2016-08-15	Run 25,721	635.00
2016-08-15	Run 25,639	585.00
2016-08-15	Run 25,682	564.40
2016-08-15	Run 25,735	537.00
2016-08-15	Run 25,729	371.54
2016-08-15	Run 25,788	300.00
2016-08-15	Run 25,660	275.00

2016-08-15	Run 25,736	225.00
2016-08-15	Run 25,708	200.00
2016-08-15	Run 25,681	150.00
2016-08-15	Run 25,659	150.00
2016-08-15	Run 25,717	150.00
2016-08-15	Run 25,789	150.00
2016-08-15	Run 25,677	100.54
2016-08-15	Run 25,765	89.24
2016-08-15	Run 25,786	85.48
2016-08-15	Run 25,781	70.75
2016-08-16	Run 25,806	939.00
2016-08-16	Run 25,808	929.00
2016-08-16	Run 25,862	915.00
2016-08-16	Run 25,800	881.00
2016-08-16	Run 25,851	867.00
2016-08-16	Run 25,812	833.00
2016-08-16	Run 25,831	819.00
2016-08-16	Run 25,866	807.00
2016-08-16	Run 25,783	783.00
2016-08-16	Run 25,797	771.00
2016-08-16	Run 25,818	747.00
2016-08-16	Run 25,743	747.00
2016-08-16	Run 25,810	747.00
2016-08-16	Run 25,824	733.00
2016-08-16	Run 25,879	645.00
2016-08-16	Run 25,873	633.00
2016-08-16	Run 25,815	609.00
2016-08-16	Run 25,838	585.00
2016-08-16	Run 25,809	327.16
2016-08-16	Run 25,844	198.64
2016-08-16	Run 26,021	193.75
2016-08-16	Run 25,835	189.60
2016-08-16	Run 25,856	150.00
2016-08-16	Run 25,858	150.00
2016-08-16	Run 25,869	150.00
2016-08-16	Run 25,798	99.52
2016-08-16	Run 25,828	30.00
2016-08-16	Run 25,744	19.50
2016-08-17	Run 25,876	977.00
2016-08-17	Run 25,976	903.00
2016-08-17	Run 25,956	879.00
2016-08-17	Run 25,899	869.00
2016-08-17	Run 25,905	819.00
2016-08-17	Run 25,944	795.00
2016-08-17	Run 25,888	771.00
2016-08-17	Run 25,901	769.00
2016-08-17	Run 25,935	597.00

2016-08-17	Run 25,909	585.00
2016-08-17	Run 25,972	554.84
2016-08-17	Run 25,951	549.00
2016-08-17	Run 25,900	531.00
2016-08-17	Run 25,902	531.00
2016-08-17	Run 26,016	300.00
2016-08-17	Run 25,933	250.00
2016-08-17	Run 25,924	250.00
2016-08-17	Run 25,937	225.00
2016-08-17	Run 25,964	150.00
2016-08-17	Run 25,877	150.00
2016-08-17	Run 25,921	150.00
2016-08-17	Run 25,908	124.87
2016-08-17	Run 26,005	95.61
2016-08-17	Run 25,882	75.00
2016-08-17	Run 25,907	7.71
2016-08-18	Run 26,043	903.00
2016-08-18	Run 26,053	867.00
2016-08-18	Run 25,997	807.00
2016-08-18	Run 26,094	807.00
2016-08-18	Run 26,122	807.00
2016-08-18	Run 26,113	797.00
2016-08-18	Run 26,059	795.00
2016-08-18	Run 26,082	747.00
2016-08-18	Run 26,104	697.00
2016-08-18	Run 26,039	611.00
2016-08-18	Run 26,052	609.00
2016-08-18	Run 26,193	585.00
2016-08-18	Run 26,067	561.00
2016-08-18	Run 26,009	561.00
2016-08-18	Run 26,023	561.00
2016-08-18	Run 26,091	549.00
2016-08-18	Run 26,103	549.00
2016-08-18	Run 26,125	504.66
2016-08-18	Run 26,142	250.00
2016-08-18	Run 26,134	200.00
2016-08-18	Run 26,047	175.40
2016-08-18	Run 26,117	150.00
2016-08-18	Run 26,073	150.00
2016-08-18	Run 26,025	150.00
2016-08-18	Run 26,050	150.00
2016-08-18	Run 25,989	150.00
2016-08-18	Run 26,100	150.00
2016-08-18	Run 26,131	150.00
2016-08-18	Run 26,105	136.00
2016-08-18	Run 26,140	113.42
2016-08-18	Run 26,128	97.21

2016-08-18	Run 25,985	96.34
2016-08-18	Run 26,086	89.39
2016-08-18	Run 26,194	87.07
2016-08-18	Run 26,855	20.00
2016-08-18	Run 26,076	20.00
2016-08-18	Run 26,083	14.15
2016-08-19	Run 26,207	1,191.00
2016-08-19	Run 26,174	857.00
2016-08-19	Run 26,266	855.00
2016-08-19	Run 26,232	833.00
2016-08-19	Run 26,199	807.00
2016-08-19	Run 26,141	793.00
2016-08-19	Run 26,249	561.00
2016-08-19	Run 26,260	492.45
2016-08-19	Run 26,171	445.79
2016-08-19	Run 26,164	388.22
2016-08-19	Run 26,233	200.00
2016-08-19	Run 26,123	168.20
2016-08-19	Run 26,130	150.00
2016-08-19	Run 26,237	150.00
2016-08-19	Run 26,190	143.17
2016-08-19	Run 26,187	110.00
2016-08-20	Run 26,300	893.00
2016-08-20	Run 26,312	886.00
2016-08-20	Run 26,317	877.00
2016-08-20	Run 26,309	869.00
2016-08-20	Run 26,298	867.00
2016-08-20	Run 26,282	862.00
2016-08-20	Run 26,352	821.00
2016-08-20	Run 26,286	807.00
2016-08-20	Run 26,248	783.00
2016-08-20	Run 26,323	769.00
2016-08-20	Run 26,276	759.00
2016-08-20	Run 26,303	747.00
2016-08-20	Run 26,271	693.00
2016-08-20	Run 26,339	649.00
2016-08-20	Run 26,327	633.00
2016-08-20	Run 26,308	561.00
2016-08-20	Run 26,316	561.00
2016-08-20	Run 26,355	464.73
2016-08-20	Run 26,370	457.79
2016-08-20	Run 26,268	300.00
2016-08-20	Run 26,366	200.00
2016-08-20	Run 26,342	150.00
2016-08-20	Run 26,329	150.00
2016-08-20	Run 26,349	150.00
2016-08-20	Run 26,335	109.80

2016-08-20	Run 26,304	94.89
2016-08-20	Run 26,418	91.27
2016-08-21	Run 26,417	1,061.00
2016-08-21	Run 26,388	939.00
2016-08-21	Run 26,467	879.00
2016-08-21	Run 26,375	879.00
2016-08-21	Run 26,415	857.00
2016-08-21	Run 26,360	843.00
2016-08-21	Run 26,361	843.00
2016-08-21	Run 26,431	843.00
2016-08-21	Run 26,473	807.00
2016-08-21	Run 26,433	795.00
2016-08-21	Run 26,456	759.00
2016-08-21	Run 26,384	747.00
2016-08-21	Run 26,416	661.67
2016-08-21	Run 26,373	661.00
2016-08-21	Run 26,409	597.00
2016-08-21	Run 26,420	561.00
2016-08-21	Run 26,454	561.00
2016-08-21	Run 26,369	537.00
2016-08-21	Run 26,460	433.38
2016-08-21	Run 26,389	275.00
2016-08-21	Run 26,461	250.00
2016-08-21	Run 26,410	250.00
2016-08-21	Run 26,412	250.00
2016-08-21	Run 26,440	250.00
2016-08-21	Run 26,436	250.00
2016-08-21	Run 26,357	150.00
2016-08-21	Run 26,443	150.00
2016-08-21	Run 26,379	149.40
2016-08-21	Run 26,452	95.76
2016-08-21	Run 26,451	95.18
2016-08-21	Run 26,381	29.33
2016-08-22	Run 26,511	975.00
2016-08-22	Run 26,535	915.00
2016-08-22	Run 26,529	891.00
2016-08-22	Run 26,505	881.00
2016-08-22	Run 26,486	867.00
2016-08-22	Run 26,548	747.00
2016-08-22	Run 26,564	709.00
2016-08-22	Run 26,496	681.00
2016-08-22	Run 26,466	609.00
2016-08-22	Run 26,527	549.00
2016-08-22	Run 26,537	537.00
2016-08-22	Run 26,633	537.00
2016-08-22	Run 26,581	275.00
2016-08-22	Run 26,582	150.00

2016-08-22	Run 26,539	112.20
2016-08-22	Run 26,512	103.63
2016-08-23	Run 26,645	869.00
2016-08-23	Run 26,642	867.00
2016-08-23	Run 26,631	845.00
2016-08-23	Run 26,592	821.00
2016-08-23	Run 26,698	819.00
2016-08-23	Run 26,575	819.00
2016-08-23	Run 26,656	809.00
2016-08-23	Run 26,602	807.00
2016-08-23	Run 26,630	771.00
2016-08-23	Run 26,651	771.00
2016-08-23	Run 26,606	769.00
2016-08-23	Run 26,624	757.00
2016-08-23	Run 26,593	681.00
2016-08-23	Run 26,699	611.99
2016-08-23	Run 26,640	609.00
2016-08-23	Run 26,649	597.00
2016-08-23	Run 26,566	585.00
2016-08-23	Run 26,668	585.00
2016-08-23	Run 26,648	561.00
2016-08-23	Run 26,555	549.00
2016-08-23	Run 26,561	549.00
2016-08-23	Run 26,675	300.00
2016-08-23	Run 26,598	250.00
2016-08-23	Run 26,681	202.97
2016-08-23	Run 26,641	150.00
2016-08-23	Run 26,661	128.48
2016-08-23	Run 26,687	99.81
2016-08-23	Run 26,597	88.81
2016-08-23	Run 26,612	88.37
2016-08-23	Run 26,628	85.33
2016-08-24	Run 26,759	929.00
2016-08-24	Run 26,686	927.00
2016-08-24	Run 26,801	893.00
2016-08-24	Run 26,723	893.00
2016-08-24	Run 26,755	843.00
2016-08-24	Run 26,800	843.00
2016-08-24	Run 26,750	819.00
2016-08-24	Run 26,696	809.00
2016-08-24	Run 26,708	807.00
2016-08-24	Run 26,726	795.00
2016-08-24	Run 26,757	781.00
2016-08-24	Run 26,856	771.00
2016-08-24	Run 26,756	759.00
2016-08-24	Run 26,824	747.00
2016-08-24	Run 26,806	609.00

2016-08-24	Run 26,841	597.00
2016-08-24	Run 26,736	561.00
2016-08-24	Run 26,829	230.00
2016-08-24	Run 26,793	225.00
2016-08-24	Run 26,764	144.12
2016-08-24	Run 26,840	133.80
2016-08-24	Run 26,748	122.61
2016-08-24	Run 26,738	118.31
2016-08-24	Run 26,741	113.40
2016-08-24	Run 26,720	100.00
2016-08-24	Run 26,823	89.68
2016-08-24	Run 26,834	87.21
2016-08-24	Run 26,787	57.01
2016-08-24	Run 26,734	16.38
2016-08-24	Run 26,820	10.00
2016-08-25	Run 26,881	913.00
2016-08-25	Run 26,870	843.00
2016-08-25	Run 26,819	783.00
2016-08-25	Run 27,221	783.00
2016-08-25	Run 26,899	759.00
2016-08-25	Run 26,906	747.00
2016-08-25	Run 26,953	745.00
2016-08-25	Run 26,926	621.00
2016-08-25	Run 26,886	597.00
2016-08-25	Run 26,895	585.00
2016-08-25	Run 26,805	549.00
2016-08-25	Run 26,942	250.00
2016-08-25	Run 26,907	200.00
2016-08-25	Run 26,810	150.00
2016-08-25	Run 26,913	100.25
2016-08-25	Run 26,879	98.22
2016-08-25	Run 26,842	88.52
2016-08-25	Run 26,950	80.17
2016-08-26	Run 27,064	917.00
2016-08-26	Run 26,938	893.00
2016-08-26	Run 27,223	879.00
2016-08-26	Run 27,074	845.00
2016-08-26	Run 27,073	771.00
2016-08-26	Run 27,048	759.00
2016-08-26	Run 26,955	757.00
2016-08-26	Run 27,027	709.00
2016-08-26	Run 27,047	693.00
2016-08-26	Run 26,977	633.00
2016-08-26	Run 26,973	633.00
2016-08-26	Run 27,011	573.00
2016-08-26	Run 27,017	573.00
2016-08-26	Run 26,994	561.00

2016-08-26	Run 26,996	561.00
2016-08-26	Run 27,041	537.00
2016-08-26	Run 26,997	275.00
2016-08-26	Run 27,028	250.00
2016-08-26	Run 27,054	225.00
2016-08-26	Run 26,983	225.00
2016-08-26	Run 26,995	225.00
2016-08-26	Run 26,954	200.00
2016-08-26	Run 27,021	160.00
2016-08-26	Run 27,000	150.00
2016-08-26	Run 26,956	150.00
2016-08-26	Run 27,365	150.00
2016-08-26	Run 27,071	150.00
2016-08-26	Run 26,976	133.80
2016-08-26	Run 27,040	98.07
2016-08-26	Run 27,366	87.90
2016-08-26	Run 26,963	84.61
2016-08-27	Run 27,151	935.00
2016-08-27	Run 27,169	881.73
2016-08-27	Run 27,161	843.00
2016-08-27	Run 27,081	807.00
2016-08-27	Run 27,163	771.00
2016-08-27	Run 27,145	771.00
2016-08-27	Run 27,146	690.22
2016-08-27	Run 27,152	585.00
2016-08-27	Run 27,117	561.00
2016-08-27	Run 27,102	549.00
2016-08-27	Run 27,120	200.00
2016-08-27	Run 27,129	150.00
2016-08-27	Run 27,134	150.00
2016-08-27	Run 27,090	126.79
2016-08-27	Run 27,116	100.54
2016-08-27	Run 27,130	86.92
2016-08-27	Run 27,098	56.86
2016-08-28	Run 27,236	922.00
2016-08-28	Run 27,196	917.00
2016-08-28	Run 27,202	845.00
2016-08-28	Run 27,263	833.00
2016-08-28	Run 27,149	795.00
2016-08-28	Run 27,243	783.00
2016-08-28	Run 33,823	733.00
2016-08-28	Run 27,211	597.00
2016-08-28	Run 27,205	579.27
2016-08-28	Run 27,226	573.00
2016-08-28	Run 27,183	561.00
2016-08-28	Run 27,188	497.91
2016-08-28	Run 27,266	484.86

2016-08-28	Run 27,160	250.00
2016-08-28	Run 27,212	150.00
2016-08-28	Run 27,257	150.00
2016-08-28	Run 27,248	150.00
2016-08-28	Run 27,812	150.00
2016-08-28	Run 27,166	123.27
2016-08-28	Run 27,253	104.59
2016-08-28	Run 27,274	92.70
2016-08-28	Run 27,155	90.30
2016-08-29	Run 27,358	929.00
2016-08-29	Run 27,265	855.00
2016-08-29	Run 27,295	821.00
2016-08-29	Run 27,307	797.00
2016-08-29	Run 27,308	771.00
2016-08-29	Run 27,282	759.00
2016-08-29	Run 27,325	747.00
2016-08-29	Run 27,341	747.00
2016-08-29	Run 27,324	747.00
2016-08-29	Run 27,351	721.00
2016-08-29	Run 27,359	585.00
2016-08-29	Run 27,289	585.00
2016-08-29	Run 27,294	549.00
2016-08-29	Run 27,309	537.00
2016-08-29	Run 27,350	537.00
2016-08-29	Run 27,258	337.44
2016-08-29	Run 27,337	334.10
2016-08-29	Run 27,318	250.00
2016-08-29	Run 27,334	119.40
2016-08-29	Run 27,296	110.00
2016-08-29	Run 27,328	100.00
2016-08-29	Run 27,278	95.90
2016-08-30	Run 27,456	910.00
2016-08-30	Run 27,380	845.00
2016-08-30	Run 27,430	843.00
2016-08-30	Run 27,444	807.00
2016-08-30	Run 27,475	759.00
2016-08-30	Run 27,427	757.00
2016-08-30	Run 27,461	747.00
2016-08-30	Run 27,440	709.00
2016-08-30	Run 27,362	661.00
2016-08-30	Run 27,465	635.00
2016-08-30	Run 27,438	561.00
2016-08-30	Run 27,481	549.00
2016-08-30	Run 27,386	537.00
2016-08-30	Run 27,428	363.41
2016-08-30	Run 27,361	250.00
2016-08-30	Run 27,410	250.00

2016-08-30	Run 27,388	150.00
2016-08-30	Run 27,426	150.00
2016-08-30	Run 27,434	150.00
2016-08-30	Run 27,460	100.00
2016-08-30	Run 27,391	97.21
2016-08-30	Run 27,375	94.60
2016-08-30	Run 27,457	94.02
2016-08-30	Run 27,435	88.37
2016-08-30	Run 27,483	84.17
2016-08-30	Run 27,395	60.00
2016-08-31	Run 27,520	1,001.00
2016-08-31	Run 27,496	929.00
2016-08-31	Run 27,463	927.00
2016-08-31	Run 27,527	917.00
2016-08-31	Run 27,543	881.00
2016-08-31	Run 27,479	809.00
2016-08-31	Run 27,525	793.00
2016-08-31	Run 27,578	783.00
2016-08-31	Run 27,504	771.00
2016-08-31	Run 27,498	759.00
2016-08-31	Run 27,541	759.00
2016-08-31	Run 27,584	717.00
2016-08-31	Run 27,589	609.00
2016-08-31	Run 27,453	573.00
2016-08-31	Run 27,567	573.00
2016-08-31	Run 27,585	537.00
2016-08-31	Run 27,515	275.00
2016-08-31	Run 27,503	250.00
2016-08-31	Run 27,535	225.00
2016-08-31	Run 27,554	150.00
2016-08-31	Run 27,514	150.00
2016-08-31	Run 27,517	131.40
2016-08-31	Run 27,568	131.00
2016-08-31	Run 27,485	81.90
2016-09-01	Run 27,633	903.00
2016-09-01	Run 27,689	879.00
2016-09-01	Run 27,712	819.00
2016-09-01	Run 27,641	781.00
2016-09-01	Run 27,665	771.00
2016-09-01	Run 27,661	769.00
2016-09-01	Run 27,620	759.00
2016-09-01	Run 27,676	757.00
2016-09-01	Run 27,666	733.00
2016-09-01	Run 27,609	709.00
2016-09-01	Run 27,708	697.00
2016-09-01	Run 33,824	657.00
2016-09-01	Run 27,611	633.00

2016-09-01	Run 27,617	609.00
2016-09-01	Run 27,606	597.00
2016-09-01	Run 27,703	597.00
2016-09-01	Run 27,651	562.00
2016-09-01	Run 27,580	561.00
2016-09-01	Run 27,581	549.00
2016-09-01	Run 27,607	537.00
2016-09-01	Run 27,588	275.00
2016-09-01	Run 27,704	275.00
2016-09-01	Run 27,646	250.00
2016-09-01	Run 27,602	250.00
2016-09-01	Run 27,669	225.00
2016-09-01	Run 27,672	152.24
2016-09-01	Run 27,645	148.77
2016-09-01	Run 27,663	144.20
2016-09-01	Run 27,671	100.10
2016-09-01	Run 27,652	100.00
2016-09-01	Run 27,637	92.43
2016-09-01	Run 27,650	90.98
2016-09-01	Run 27,587	89.68
2016-09-01	Run 27,670	88.81
2016-09-01	Run 27,603	85.95
2016-09-02	Run 27,801	1,061.00
2016-09-02	Run 27,767	915.00
2016-09-02	Run 27,759	893.00
2016-09-02	Run 27,780	893.00
2016-09-02	Run 27,750	831.00
2016-09-02	Run 27,740	819.00
2016-09-02	Run 27,744	807.00
2016-09-02	Run 27,709	807.00
2016-09-02	Run 27,755	797.00
2016-09-02	Run 27,768	793.00
2016-09-02	Run 27,694	783.00
2016-09-02	Run 27,826	759.00
2016-09-02	Run 27,777	747.00
2016-09-02	Run 27,787	745.00
2016-09-02	Run 27,753	573.00
2016-09-02	Run 27,722	561.00
2016-09-02	Run 27,717	250.00
2016-09-02	Run 27,824	250.00
2016-09-02	Run 29,703	250.00
2016-09-02	Run 27,734	150.00
2016-09-02	Run 27,758	148.00
2016-09-02	Run 27,799	139.80
2016-09-02	Run 27,802	139.80
2016-09-02	Run 27,763	119.40
2016-09-02	Run 30,785	105.75

2016-09-02	Run 27,690	98.36
2016-09-02	Run 27,741	88.81
2016-09-02	Run 27,732	84.75
2016-09-02	Run 27,757	84.61
2016-09-02	Run 27,691	74.23
2016-09-03	Run 27,841	941.00
2016-09-03	Run 27,820	869.00
2016-09-03	Run 27,825	867.00
2016-09-03	Run 27,877	855.00
2016-09-03	Run 27,811	833.00
2016-09-03	Run 27,893	833.00
2016-09-03	Run 27,902	819.00
2016-09-03	Run 27,895	819.00
2016-09-03	Run 27,864	817.00
2016-09-03	Run 27,926	809.00
2016-09-03	Run 27,852	807.00
2016-09-03	Run 27,850	783.00
2016-09-03	Run 27,804	783.00
2016-09-03	Run 27,855	771.00
2016-09-03	Run 27,878	759.00
2016-09-03	Run 27,827	759.00
2016-09-03	Run 27,806	747.00
2016-09-03	Run 27,949	721.00
2016-09-03	Run 27,921	681.00
2016-09-03	Run 27,843	673.00
2016-09-03	Run 27,838	659.00
2016-09-03	Run 27,870	625.00
2016-09-03	Run 27,848	609.00
2016-09-03	Run 29,708	553.00
2016-09-03	Run 27,897	420.96
2016-09-03	Run 27,881	382.05
2016-09-03	Run 27,866	306.60
2016-09-03	Run 29,709	300.00
2016-09-03	Run 27,892	300.00
2016-09-03	Run 27,894	278.70
2016-09-03	Run 27,793	151.40
2016-09-03	Run 27,860	150.00
2016-09-03	Run 27,861	150.00
2016-09-03	Run 27,933	98.07
2016-09-03	Run 27,932	80.13
2016-09-03	Run 27,789	20.00
2016-09-03	Run 27,943	14.62
2016-09-04	Run 28,006	937.00
2016-09-04	Run 28,173	893.00
2016-09-04	Run 28,080	881.00
2016-09-04	Run 27,954	819.00
2016-09-04	Run 28,009	783.00

2016-09-04	Run 28,013	783.00
2016-09-04	Run 27,977	771.00
2016-09-04	Run 27,998	745.00
2016-09-04	Run 28,011	693.00
2016-09-04	Run 27,969	609.00
2016-09-04	Run 28,026	597.00
2016-09-04	Run 27,990	537.00
2016-09-04	Run 27,942	537.00
2016-09-04	Run 28,021	404.93
2016-09-04	Run 27,956	250.00
2016-09-04	Run 28,002	198.64
2016-09-04	Run 28,001	188.49
2016-09-04	Run 28,030	150.00
2016-09-04	Run 28,043	150.00
2016-09-04	Run 27,971	150.00
2016-09-04	Run 28,039	100.00
2016-09-04	Run 27,966	95.03
2016-09-04	Run 27,937	91.12
2016-09-04	Run 27,958	72.35
2016-09-05	Run 28,115	869.00
2016-09-05	Run 30,374	855.00
2016-09-05	Run 28,128	843.00
2016-09-05	Run 28,114	819.00
2016-09-05	Run 28,160	797.00
2016-09-05	Run 28,059	759.00
2016-09-05	Run 28,055	747.00
2016-09-05	Run 28,102	657.00
2016-09-05	Run 28,143	645.00
2016-09-05	Run 28,094	573.00
2016-09-05	Run 28,029	573.00
2016-09-05	Run 28,131	275.00
2016-09-05	Run 28,142	178.20
2016-09-05	Run 28,031	150.00
2016-09-05	Run 28,060	150.00
2016-09-05	Run 28,107	95.10
2016-09-05	Run 28,158	91.99
2016-09-05	Run 28,110	84.03
2016-09-05	Run 28,120	76.11
2016-09-05	Run 28,096	72.64
2016-09-05	Run 28,075	13.38
2016-09-06	Run 28,129	929.00
2016-09-06	Run 28,124	879.00
2016-09-06	Run 28,217	831.00
2016-09-06	Run 28,165	795.00
2016-09-06	Run 28,202	795.00
2016-09-06	Run 28,208	771.00
2016-09-06	Run 28,171	759.00

2016-09-06	Run 28,177	705.00
2016-09-06	Run 28,146	602.51
2016-09-06	Run 28,206	275.00
2016-09-06	Run 28,225	250.00
2016-09-06	Run 28,187	250.00
2016-09-06	Run 28,201	184.36
2016-09-06	Run 28,138	150.00
2016-09-06	Run 28,243	150.00
2016-09-06	Run 28,203	150.00
2016-09-06	Run 28,261	150.00
2016-09-06	Run 28,231	50.00
2016-09-07	Run 28,299	867.00
2016-09-07	Run 28,339	857.00
2016-09-07	Run 28,288	855.00
2016-09-07	Run 28,287	845.00
2016-09-07	Run 28,320	843.00
2016-09-07	Run 28,364	821.00
2016-09-07	Run 28,267	807.00
2016-09-07	Run 28,315	783.00
2016-09-07	Run 28,280	783.00
2016-09-07	Run 28,289	771.00
2016-09-07	Run 30,796	697.00
2016-09-07	Run 28,268	659.00
2016-09-07	Run 28,249	597.00
2016-09-07	Run 28,330	585.00
2016-09-07	Run 28,312	573.00
2016-09-07	Run 28,272	573.00
2016-09-07	Run 28,321	549.00
2016-09-07	Run 28,357	549.00
2016-09-07	Run 28,257	537.00
2016-09-07	Run 28,386	292.50
2016-09-07	Run 28,284	275.00
2016-09-07	Run 28,356	250.00
2016-09-07	Run 28,337	150.00
2016-09-07	Run 28,438	150.00
2016-09-07	Run 28,276	93.44
2016-09-07	Run 28,269	90.98
2016-09-07	Run 30,804	33.00
2016-09-08	Run 28,359	1,179.00
2016-09-08	Run 28,433	927.00
2016-09-08	Run 28,412	917.00
2016-09-08	Run 28,464	855.00
2016-09-08	Run 28,449	845.00
2016-09-08	Run 28,360	797.00
2016-09-08	Run 28,411	783.00
2016-09-08	Run 28,434	621.00
2016-09-08	Run 28,476	597.00

2016-09-08	Run 28,414	573.00
2016-09-08	Run 28,389	561.00
2016-09-08	Run 28,422	537.00
2016-09-08	Run 28,382	459.26
2016-09-08	Run 28,457	361.40
2016-09-08	Run 28,418	360.00
2016-09-08	Run 28,477	300.00
2016-09-08	Run 28,451	250.00
2016-09-08	Run 28,463	225.00
2016-09-08	Run 28,456	150.00
2016-09-08	Run 28,375	150.00
2016-09-08	Run 28,461	136.20
2016-09-08	Run 28,399	131.40
2016-09-08	Run 28,419	112.85
2016-09-08	Run 28,373	100.00
2016-09-08	Run 28,381	94.02
2016-09-08	Run 28,395	75.68
2016-09-09	Run 28,572	977.00
2016-09-09	Run 28,541	977.00
2016-09-09	Run 28,525	857.00
2016-09-09	Run 28,503	843.00
2016-09-09	Run 28,592	821.00
2016-09-09	Run 28,530	809.00
2016-09-09	Run 28,458	807.00
2016-09-09	Run 28,507	783.00
2016-09-09	Run 28,555	783.00
2016-09-09	Run 28,537	769.00
2016-09-09	Run 28,538	747.00
2016-09-09	Run 28,558	684.00
2016-09-09	Run 28,510	661.00
2016-09-09	Run 28,568	597.00
2016-09-09	Run 28,475	573.00
2016-09-09	Run 28,511	561.00
2016-09-09	Run 28,585	537.00
2016-09-09	Run 28,497	300.00
2016-09-09	Run 28,561	250.00
2016-09-09	Run 28,495	250.00
2016-09-09	Run 28,560	250.00
2016-09-09	Run 28,540	250.00
2016-09-09	Run 28,532	173.15
2016-09-09	Run 28,547	150.00
2016-09-09	Run 28,549	150.00
2016-09-09	Run 28,459	119.40
2016-09-09	Run 28,570	49.71
2016-09-09	Run 28,539	20.00
2016-09-09	Run 28,500	15.48
2016-09-10	Run 28,756	985.00

2016-09-10	Run 28,606	963.00
2016-09-10	Run 28,609	922.00
2016-09-10	Run 28,580	879.00
2016-09-10	Run 28,582	819.00
2016-09-10	Run 28,635	795.00
2016-09-10	Run 28,644	795.00
2016-09-10	Run 28,629	783.00
2016-09-10	Run 28,653	765.00
2016-09-10	Run 28,662	759.00
2016-09-10	Run 28,601	709.00
2016-09-10	Run 28,564	699.00
2016-09-10	Run 28,624	573.00
2016-09-10	Run 28,551	507.79
2016-09-10	Run 28,676	342.98
2016-09-10	Run 28,603	338.22
2016-09-10	Run 28,581	275.00
2016-09-10	Run 28,591	250.00
2016-09-10	Run 28,642	250.00
2016-09-10	Run 28,650	200.00
2016-09-10	Run 28,672	150.00
2016-09-10	Run 28,604	119.40
2016-09-10	Run 28,605	95.47
2016-09-10	Run 28,746	92.86
2016-09-10	Run 28,612	88.37
2016-09-11	Run 28,685	1,025.00
2016-09-11	Run 28,684	869.00
2016-09-11	Run 28,770	857.00
2016-09-11	Run 28,699	821.00
2016-09-11	Run 28,708	819.00
2016-09-11	Run 28,710	807.00
2016-09-11	Run 28,702	795.00
2016-09-11	Run 28,674	783.00
2016-09-11	Run 28,760	759.00
2016-09-11	Run 28,714	603.70
2016-09-11	Run 28,724	600.00
2016-09-11	Run 28,753	597.00
2016-09-11	Run 28,705	573.00
2016-09-11	Run 28,694	573.00
2016-09-11	Run 28,661	537.00
2016-09-11	Run 28,693	300.00
2016-09-11	Run 28,691	292.20
2016-09-11	Run 28,727	275.00
2016-09-11	Run 28,767	272.44
2016-09-11	Run 28,697	250.00
2016-09-11	Run 28,701	250.00
2016-09-11	Run 28,738	250.00
2016-09-11	Run 28,712	230.00

2016-09-11	Run 28,711	226.50
2016-09-11	Run 28,698	195.29
2016-09-11	Run 28,678	192.13
2016-09-11	Run 28,733	150.00
2016-09-11	Run 28,735	150.00
2016-09-11	Run 28,791	131.40
2016-09-11	Run 28,771	99.09
2016-09-11	Run 28,707	91.85
2016-09-11	Run 28,777	88.37
2016-09-11	Run 28,695	77.27
2016-09-11	Run 28,719	50.00
2016-09-12	Run 28,898	968.00
2016-09-12	Run 28,796	881.00
2016-09-12	Run 28,761	867.00
2016-09-12	Run 28,868	843.00
2016-09-12	Run 28,792	833.00
2016-09-12	Run 28,836	831.00
2016-09-12	Run 28,840	713.01
2016-09-12	Run 28,822	709.00
2016-09-12	Run 28,773	693.00
2016-09-12	Run 28,851	647.74
2016-09-12	Run 28,844	597.00
2016-09-12	Run 28,801	573.00
2016-09-12	Run 28,864	549.00
2016-09-12	Run 28,877	549.00
2016-09-12	Run 28,765	537.00
2016-09-12	Run 28,806	511.98
2016-09-12	Run 28,795	417.60
2016-09-12	Run 28,891	389.00
2016-09-12	Run 28,867	300.00
2016-09-12	Run 28,847	250.00
2016-09-12	Run 28,784	250.00
2016-09-12	Run 28,804	150.00
2016-09-12	Run 28,902	150.00
2016-09-12	Run 28,880	93.59
2016-09-12	Run 28,885	91.70
2016-09-12	Run 28,785	88.95
2016-09-12	Run 28,823	76.26
2016-09-12	Run 28,852	73.65
2016-09-13	Run 28,924	927.00
2016-09-13	Run 28,966	903.00
2016-09-13	Run 28,968	845.00
2016-09-13	Run 28,988	843.00
2016-09-13	Run 28,948	807.00
2016-09-13	Run 28,901	807.00
2016-09-13	Run 28,904	797.00
2016-09-13	Run 28,970	771.00

2016-09-13	Run 28,989	759.00
2016-09-13	Run 28,995	757.00
2016-09-13	Run 28,977	745.00
2016-09-13	Run 28,974	721.00
2016-09-13	Run 28,957	637.00
2016-09-13	Run 28,941	633.00
2016-09-13	Run 28,896	609.00
2016-09-13	Run 28,952	537.00
2016-09-13	Run 29,015	537.00
2016-09-13	Run 28,920	307.40
2016-09-13	Run 28,942	250.00
2016-09-13	Run 28,992	250.00
2016-09-13	Run 28,943	150.00
2016-09-13	Run 28,964	150.00
2016-09-13	Run 28,973	150.00
2016-09-13	Run 28,999	150.00
2016-09-13	Run 28,979	104.30
2016-09-13	Run 28,949	85.91
2016-09-13	Run 29,001	23.12
2016-09-14	Run 29,057	951.00
2016-09-14	Run 29,081	891.00
2016-09-14	Run 29,065	841.00
2016-09-14	Run 29,070	833.00
2016-09-14	Run 29,068	831.00
2016-09-14	Run 29,073	831.00
2016-09-14	Run 28,986	759.00
2016-09-14	Run 29,024	747.00
2016-09-14	Run 29,011	561.00
2016-09-14	Run 29,089	549.00
2016-09-14	Run 29,059	322.52
2016-09-14	Run 29,090	300.00
2016-09-14	Run 29,032	150.00
2016-09-14	Run 29,084	121.80
2016-09-14	Run 29,092	104.16
2016-09-14	Run 29,051	101.98
2016-09-14	Run 29,098	91.70
2016-09-14	Run 29,053	90.54
2016-09-14	Run 29,060	88.81
2016-09-14	Run 29,069	75.97
2016-09-14	Run 29,101	68.36
2016-09-15	Run 29,171	963.00
2016-09-15	Run 29,235	893.00
2016-09-15	Run 29,151	879.00
2016-09-15	Run 29,240	843.00
2016-09-15	Run 29,214	833.00
2016-09-15	Run 29,324	821.00
2016-09-15	Run 29,206	819.00

2016-09-15	Run 29,192	797.00
2016-09-15	Run 29,160	795.00
2016-09-15	Run 29,154	759.00
2016-09-15	Run 29,213	759.00
2016-09-15	Run 29,107	745.00
2016-09-15	Run 29,185	709.00
2016-09-15	Run 29,162	597.00
2016-09-15	Run 29,224	585.00
2016-09-15	Run 29,234	561.00
2016-09-15	Run 29,216	549.00
2016-09-15	Run 29,135	250.00
2016-09-15	Run 29,114	179.30
2016-09-15	Run 29,321	150.00
2016-09-15	Run 29,134	150.00
2016-09-15	Run 29,144	150.00
2016-09-15	Run 29,148	150.00
2016-09-15	Run 29,158	103.72
2016-09-15	Run 29,156	100.00
2016-09-15	Run 29,204	92.57
2016-09-15	Run 29,183	89.39
2016-09-15	Run 29,188	84.32
2016-09-15	Run 29,198	76.98
2016-09-15	Run 29,138	71.48
2016-09-15	Run 29,143	70.90
2016-09-15	Run 29,157	56.86
2016-09-15	Run 29,100	27.36
2016-09-16	Run 29,295	1,073.00
2016-09-16	Run 29,396	1,049.00
2016-09-16	Run 29,255	917.00
2016-09-16	Run 29,283	898.00
2016-09-16	Run 29,339	869.00
2016-09-16	Run 30,795	845.00
2016-09-16	Run 29,249	821.00
2016-09-16	Run 29,346	821.00
2016-09-16	Run 29,256	807.00
2016-09-16	Run 29,260	759.00
2016-09-16	Run 29,229	747.00
2016-09-16	Run 29,354	721.00
2016-09-16	Run 29,306	721.00
2016-09-16	Run 29,307	697.00
2016-09-16	Run 29,273	633.00
2016-09-16	Run 29,344	621.00
2016-09-16	Run 29,266	609.00
2016-09-16	Run 29,325	609.00
2016-09-16	Run 29,334	585.00
2016-09-16	Run 29,252	561.00
2016-09-16	Run 29,291	561.00

2016-09-16	Run 29,243	537.00
2016-09-16	Run 29,332	97.06
2016-09-16	Run 29,248	91.27
2016-09-16	Run 29,244	85.91
2016-09-16	Run 41,065	84.03
2016-09-17	Run 29,441	941.00
2016-09-17	Run 29,404	927.00
2016-09-17	Run 29,434	833.00
2016-09-17	Run 29,389	821.00
2016-09-17	Run 29,456	721.00
2016-09-17	Run 29,384	709.00
2016-09-17	Run 29,394	657.00
2016-09-17	Run 29,390	657.00
2016-09-17	Run 29,465	601.00
2016-09-17	Run 29,360	585.00
2016-09-17	Run 29,419	549.00
2016-09-17	Run 29,400	549.00
2016-09-17	Run 29,458	300.00
2016-09-17	Run 29,379	250.00
2016-09-17	Run 29,466	250.00
2016-09-17	Run 29,459	200.00
2016-09-17	Run 29,348	175.50
2016-09-17	Run 29,363	150.00
2016-09-17	Run 29,421	150.00
2016-09-17	Run 29,433	150.00
2016-09-17	Run 29,387	150.00
2016-09-17	Run 29,468	120.20
2016-09-17	Run 29,435	117.00
2016-09-17	Run 29,405	86.35
2016-09-17	Run 29,426	79.50
2016-09-18	Run 29,504	1,013.00
2016-09-18	Run 29,448	927.00
2016-09-18	Run 29,451	903.00
2016-09-18	Run 29,549	881.00
2016-09-18	Run 29,475	869.00
2016-09-18	Run 29,484	867.00
2016-09-18	Run 29,517	831.00
2016-09-18	Run 29,534	769.00
2016-09-18	Run 29,597	709.00
2016-09-18	Run 29,481	585.00
2016-09-18	Run 29,483	573.00
2016-09-18	Run 29,464	561.00
2016-09-18	Run 29,595	275.00
2016-09-18	Run 29,539	250.00
2016-09-18	Run 29,454	250.00
2016-09-18	Run 29,491	200.00
2016-09-18	Run 29,446	190.00

2016-09-18	Run 29,485	175.00
2016-09-18	Run 29,478	154.20
2016-09-18	Run 29,508	150.00
2016-09-18	Run 29,759	94.89
2016-09-18	Run 29,506	94.89
2016-09-19	Run 29,562	865.00
2016-09-19	Run 29,641	857.00
2016-09-19	Run 29,673	845.00
2016-09-19	Run 29,687	821.00
2016-09-19	Run 29,614	819.00
2016-09-19	Run 29,577	795.00
2016-09-19	Run 29,532	783.00
2016-09-19	Run 29,602	759.00
2016-09-19	Run 29,550	745.00
2016-09-19	Run 29,662	711.00
2016-09-19	Run 29,586	645.00
2016-09-19	Run 29,573	597.00
2016-09-19	Run 29,606	585.00
2016-09-19	Run 29,638	585.00
2016-09-19	Run 29,694	585.00
2016-09-19	Run 29,626	537.00
2016-09-19	Run 29,613	537.00
2016-09-19	Run 29,663	300.00
2016-09-19	Run 29,646	300.00
2016-09-19	Run 29,542	250.00
2016-09-19	Run 29,599	250.00
2016-09-19	Run 29,608	250.00
2016-09-19	Run 29,619	250.00
2016-09-19	Run 29,604	169.37
2016-09-19	Run 29,658	150.00
2016-09-19	Run 29,592	92.86
2016-09-19	Run 29,611	90.69
2016-09-19	Run 29,679	89.10
2016-09-19	Run 29,631	85.22
2016-09-19	Run 29,649	73.22
2016-09-20	Run 29,724	893.00
2016-09-20	Run 29,734	845.00
2016-09-20	Run 29,779	833.00
2016-09-20	Run 29,781	807.00
2016-09-20	Run 29,749	807.00
2016-09-20	Run 30,093	807.00
2016-09-20	Run 29,773	795.00
2016-09-20	Run 29,682	795.00
2016-09-20	Run 29,732	783.00
2016-09-20	Run 29,681	759.00
2016-09-20	Run 29,715	747.00
2016-09-20	Run 29,774	733.00

2016-09-20	Run 29,796	621.00
2016-09-20	Run 29,731	609.00
2016-09-20	Run 29,770	573.00
2016-09-20	Run 29,729	573.00
2016-09-20	Run 29,660	573.00
2016-09-20	Run 29,667	561.00
2016-09-20	Run 29,750	549.00
2016-09-20	Run 29,723	537.00
2016-09-20	Run 29,690	537.00
2016-09-20	Run 29,757	459.04
2016-09-20	Run 29,699	433.38
2016-09-20	Run 29,803	350.69
2016-09-20	Run 29,742	300.00
2016-09-20	Run 30,032	300.00
2016-09-20	Run 29,784	275.00
2016-09-20	Run 29,664	275.00
2016-09-20	Run 29,739	250.00
2016-09-20	Run 29,758	225.00
2016-09-20	Run 29,801	225.00
2016-09-20	Run 29,740	150.00
2016-09-20	Run 29,787	93.44
2016-09-20	Run 29,769	93.44
2016-09-20	Run 29,782	91.85
2016-09-20	Run 29,683	88.95
2016-09-20	Run 29,789	76.75
2016-09-21	Run 29,814	917.00
2016-09-21	Run 29,857	917.00
2016-09-21	Run 29,843	891.00
2016-09-21	Run 29,852	857.00
2016-09-21	Run 29,955	805.00
2016-09-21	Run 29,792	757.00
2016-09-21	Run 29,885	697.00
2016-09-21	Run 29,905	697.00
2016-09-21	Run 29,872	673.00
2016-09-21	Run 29,856	609.00
2016-09-21	Run 29,923	573.00
2016-09-21	Run 29,938	561.00
2016-09-21	Run 29,841	444.58
2016-09-21	Run 29,910	361.66
2016-09-21	Run 29,881	350.25
2016-09-21	Run 29,830	328.72
2016-09-21	Run 29,829	300.00
2016-09-21	Run 29,839	300.00
2016-09-21	Run 29,918	250.00
2016-09-21	Run 29,900	250.00
2016-09-21	Run 29,878	168.20
2016-09-21	Run 29,850	150.00

2016-09-21	Run 29,837	110.00
2016-09-21	Run 29,922	100.00
2016-09-21	Run 29,851	100.00
2016-09-21	Run 29,911	89.82
2016-09-21	Run 29,840	15.00
2016-09-22	Run 30,010	915.00
2016-09-22	Run 30,009	797.00
2016-09-22	Run 30,028	783.00
2016-09-22	Run 29,942	759.00
2016-09-22	Run 29,958	697.00
2016-09-22	Run 29,973	697.00
2016-09-22	Run 29,950	621.00
2016-09-22	Run 29,953	609.00
2016-09-22	Run 30,036	573.00
2016-09-22	Run 30,037	573.00
2016-09-22	Run 29,940	549.00
2016-09-22	Run 29,999	522.00
2016-09-22	Run 29,980	514.28
2016-09-22	Run 29,948	470.96
2016-09-22	Run 29,966	300.00
2016-09-22	Run 29,977	250.00
2016-09-22	Run 30,026	250.00
2016-09-22	Run 29,972	164.12
2016-09-22	Run 30,038	110.00
2016-09-22	Run 30,007	95.76
2016-09-22	Run 29,983	94.02
2016-09-22	Run 29,998	88.23
2016-09-22	Run 29,932	20.00
2016-09-23	Run 30,117	881.00
2016-09-23	Run 30,138	879.00
2016-09-23	Run 30,041	819.00
2016-09-23	Run 30,108	797.00
2016-09-23	Run 30,049	795.00
2016-09-23	Run 30,112	783.00
2016-09-23	Run 30,157	783.00
2016-09-23	Run 30,100	747.00
2016-09-23	Run 30,119	696.00
2016-09-23	Run 30,149	573.00
2016-09-23	Run 30,076	561.00
2016-09-23	Run 30,135	476.78
2016-09-23	Run 30,145	300.00
2016-09-23	Run 30,067	250.00
2016-09-23	Run 30,124	250.00
2016-09-23	Run 30,060	250.00
2016-09-23	Run 30,063	200.00
2016-09-23	Run 30,102	150.00
2016-09-23	Run 30,166	113.13

2016-09-23	Run 30,126	102.98
2016-09-23	Run 30,084	95.47
2016-09-24	Run 30,271	1,013.00
2016-09-24	Run 30,188	1,009.00
2016-09-24	Run 30,269	915.00
2016-09-24	Run 30,177	891.00
2016-09-24	Run 30,194	886.00
2016-09-24	Run 30,203	857.00
2016-09-24	Run 30,173	819.00
2016-09-24	Run 30,162	809.00
2016-09-24	Run 30,181	807.00
2016-09-24	Run 33,610	771.00
2016-09-24	Run 30,265	711.00
2016-09-24	Run 30,161	633.00
2016-09-24	Run 33,816	585.00
2016-09-24	Run 30,187	561.00
2016-09-24	Run 30,151	549.00
2016-09-24	Run 30,131	275.00
2016-09-24	Run 30,226	225.00
2016-09-24	Run 30,190	163.80
2016-09-24	Run 30,242	150.00
2016-09-24	Run 30,238	109.00
2016-09-24	Run 30,239	108.60
2016-09-24	Run 30,167	100.00
2016-09-24	Run 30,197	96.05
2016-09-24	Run 30,810	91.85
2016-09-24	Run 30,227	88.52
2016-09-24	Run 30,214	86.78
2016-09-24	Run 30,185	85.91
2016-09-24	Run 30,807	85.48
2016-09-25	Run 30,285	881.00
2016-09-25	Run 30,287	821.00
2016-09-25	Run 30,336	783.00
2016-09-25	Run 30,300	771.00
2016-09-25	Run 30,255	759.00
2016-09-25	Run 30,344	721.00
2016-09-25	Run 30,267	709.00
2016-09-25	Run 30,273	681.00
2016-09-25	Run 30,245	669.00
2016-09-25	Run 30,303	600.00
2016-09-25	Run 30,337	585.00
2016-09-25	Run 30,254	561.00
2016-09-25	Run 30,294	549.00
2016-09-25	Run 30,289	313.41
2016-09-25	Run 30,326	275.00
2016-09-25	Run 30,277	150.00
2016-09-25	Run 30,280	150.00

2016-09-25	Run 30,290	144.20
2016-09-25	Run 30,314	95.47
2016-09-25	Run 30,335	89.53
2016-09-25	Run 30,284	84.17
2016-09-26	Run 30,428	881.00
2016-09-26	Run 30,548	809.00
2016-09-26	Run 30,420	771.00
2016-09-26	Run 30,412	769.00
2016-09-26	Run 30,384	747.00
2016-09-26	Run 30,405	597.00
2016-09-26	Run 30,382	561.00
2016-09-26	Run 30,425	537.00
2016-09-26	Run 30,334	537.00
2016-09-26	Run 30,442	300.00
2016-09-26	Run 30,377	300.00
2016-09-26	Run 30,383	225.00
2016-09-26	Run 30,392	200.00
2016-09-26	Run 30,370	163.80
2016-09-26	Run 30,401	150.00
2016-09-26	Run 30,520	99.81
2016-09-26	Run 30,415	97.64
2016-09-26	Run 30,419	89.97
2016-09-26	Run 30,445	56.86
2016-09-26	Run 30,376	44.17
2016-09-26	Run 30,372	17.73
2016-09-27	Run 30,505	845.00
2016-09-27	Run 30,537	783.00
2016-09-27	Run 30,564	759.00
2016-09-27	Run 30,457	747.00
2016-09-27	Run 30,466	747.00
2016-09-27	Run 30,516	745.00
2016-09-27	Run 30,511	697.00
2016-09-27	Run 30,463	573.00
2016-09-27	Run 30,477	573.00
2016-09-27	Run 30,485	573.00
2016-09-27	Run 30,478	561.00
2016-09-27	Run 30,542	537.00
2016-09-27	Run 30,552	445.00
2016-09-27	Run 30,513	312.02
2016-09-27	Run 30,509	250.00
2016-09-27	Run 30,476	250.00
2016-09-27	Run 30,474	150.00
2016-09-27	Run 30,481	149.00
2016-09-27	Run 30,528	107.57
2016-09-27	Run 30,499	84.61
2016-09-27	Run 30,443	74.52
2016-09-27	Run 30,471	20.00

2016-09-28	Run 30,574	937.00
2016-09-28	Run 30,651	855.00
2016-09-28	Run 30,676	779.00
2016-09-28	Run 30,589	645.00
2016-09-28	Run 30,642	633.00
2016-09-28	Run 30,613	621.00
2016-09-28	Run 30,649	609.00
2016-09-28	Run 30,662	561.00
2016-09-28	Run 30,653	561.00
2016-09-28	Run 30,619	549.00
2016-09-28	Run 30,600	250.00
2016-09-28	Run 30,573	200.00
2016-09-28	Run 30,585	175.00
2016-09-28	Run 30,586	150.00
2016-09-28	Run 30,632	150.00
2016-09-28	Run 30,560	121.80
2016-09-28	Run 30,605	90.98
2016-09-28	Run 30,607	89.39
2016-09-28	Run 30,645	89.24
2016-09-29	Run 30,658	917.00
2016-09-29	Run 30,693	915.00
2016-09-29	Run 30,765	869.00
2016-09-29	Run 30,757	867.00
2016-09-29	Run 30,743	831.00
2016-09-29	Run 30,758	831.00
2016-09-29	Run 30,678	807.00
2016-09-29	Run 30,814	795.00
2016-09-29	Run 30,706	783.00
2016-09-29	Run 30,728	783.00
2016-09-29	Run 30,696	733.00
2016-09-29	Run 30,713	729.00
2016-09-29	Run 30,731	684.00
2016-09-29	Run 30,717	649.00
2016-09-29	Run 30,734	573.00
2016-09-29	Run 30,761	430.70
2016-09-29	Run 30,727	395.34
2016-09-29	Run 30,750	386.36
2016-09-29	Run 30,723	307.62
2016-09-29	Run 30,697	268.07
2016-09-29	Run 30,759	250.00
2016-09-29	Run 30,720	238.50
2016-09-29	Run 30,714	200.00
2016-09-29	Run 30,703	193.88
2016-09-29	Run 30,722	154.20
2016-09-29	Run 30,735	150.00
2016-09-29	Run 30,742	150.00
2016-09-29	Run 30,733	87.50

2016-09-29	Run 30,771	8.78
2016-09-30	Run 30,864	903.00
2016-09-30	Run 30,903	881.00
2016-09-30	Run 30,856	845.00
2016-09-30	Run 30,773	833.00
2016-09-30	Run 30,929	783.00
2016-09-30	Run 30,925	781.00
2016-09-30	Run 30,857	781.00
2016-09-30	Run 30,813	759.00
2016-09-30	Run 30,917	745.00
2016-09-30	Run 30,816	729.00
2016-09-30	Run 30,844	672.20
2016-09-30	Run 30,900	669.00
2016-09-30	Run 30,875	609.00
2016-09-30	Run 30,922	585.00
2016-09-30	Run 30,910	561.00
2016-09-30	Run 30,909	549.00
2016-09-30	Run 30,895	514.42
2016-09-30	Run 30,876	292.50
2016-09-30	Run 30,870	250.00
2016-09-30	Run 30,863	250.00
2016-09-30	Run 30,818	212.92
2016-09-30	Run 30,833	156.20
2016-09-30	Run 30,887	150.00
2016-09-30	Run 30,872	119.40
2016-09-30	Run 30,878	114.60
2016-09-30	Run 30,883	110.00
2016-09-30	Run 30,853	88.66
2016-09-30	Run 30,860	7.22
2016-10-01	Run 30,979	1,093.00
2016-10-01	Run 30,988	1,016.00
2016-10-01	Run 30,960	858.23
2016-10-01	Run 30,896	857.00
2016-10-01	Run 30,914	857.00
2016-10-01	Run 30,997	855.00
2016-10-01	Run 30,941	819.00
2016-10-01	Run 30,915	809.00
2016-10-01	Run 30,965	809.00
2016-10-01	Run 30,926	771.00
2016-10-01	Run 31,114	747.00
2016-10-01	Run 31,018	709.00
2016-10-01	Run 30,980	671.00
2016-10-01	Run 30,952	573.00
2016-10-01	Run 30,924	549.00
2016-10-01	Run 31,009	549.00
2016-10-01	Run 30,946	537.00
2016-10-01	Run 30,985	486.08

2016-10-01	Run 31,180	250.00
2016-10-01	Run 30,949	250.00
2016-10-01	Run 30,936	225.00
2016-10-01	Run 31,019	200.00
2016-10-01	Run 30,958	161.40
2016-10-01	Run 30,956	104.16
2016-10-01	Run 30,978	93.73
2016-10-01	Run 30,999	75.10
2016-10-01	Run 30,983	72.78
2016-10-01	Run 30,906	60.00
2016-10-02	Run 31,064	929.00
2016-10-02	Run 31,007	925.00
2016-10-02	Run 31,020	893.00
2016-10-02	Run 31,098	843.00
2016-10-02	Run 31,062	821.00
2016-10-02	Run 31,022	821.00
2016-10-02	Run 31,068	817.00
2016-10-02	Run 31,092	795.00
2016-10-02	Run 31,066	745.00
2016-10-02	Run 31,038	721.00
2016-10-02	Run 31,034	707.00
2016-10-02	Run 31,087	597.00
2016-10-02	Run 31,073	549.00
2016-10-02	Run 31,047	410.12
2016-10-02	Run 31,065	379.12
2016-10-02	Run 31,093	250.00
2016-10-02	Run 33,827	200.00
2016-10-02	Run 31,090	147.75
2016-10-02	Run 31,032	110.00
2016-10-02	Run 31,025	108.64
2016-10-02	Run 31,077	100.00
2016-10-02	Run 31,057	86.78
2016-10-02	Run 31,120	83.88
2016-10-02	Run 31,058	62.51
2016-10-02	Run 31,036	20.00
2016-10-03	Run 31,238	1,033.00
2016-10-03	Run 31,084	865.00
2016-10-03	Run 31,227	843.00
2016-10-03	Run 31,168	771.00
2016-10-03	Run 31,236	759.00
2016-10-03	Run 31,197	705.00
2016-10-03	Run 31,174	693.00
2016-10-03	Run 31,136	689.06
2016-10-03	Run 31,112	633.00
2016-10-03	Run 31,143	633.00
2016-10-03	Run 31,207	621.00
2016-10-03	Run 31,184	609.00

2016-10-03	Run 31,145	363.07
2016-10-03	Run 31,153	250.00
2016-10-03	Run 31,185	225.00
2016-10-03	Run 31,157	200.00
2016-10-03	Run 31,177	150.00
2016-10-03	Run 31,104	150.00
2016-10-03	Run 31,152	112.20
2016-10-03	Run 31,187	101.40
2016-10-03	Run 31,119	100.00
2016-10-03	Run 31,155	100.00
2016-10-03	Run 31,175	93.15
2016-10-03	Run 31,146	85.91
2016-10-03	Run 31,127	59.89
2016-10-03	Run 31,201	16.76
2016-10-04	Run 31,317	831.00
2016-10-04	Run 31,257	795.00
2016-10-04	Run 31,336	759.00
2016-10-04	Run 31,264	741.00
2016-10-04	Run 31,279	729.00
2016-10-04	Run 31,347	609.00
2016-10-04	Run 31,282	588.79
2016-10-04	Run 31,277	537.00
2016-10-04	Run 31,292	537.00
2016-10-04	Run 31,318	537.00
2016-10-04	Run 31,263	531.00
2016-10-04	Run 31,308	447.00
2016-10-04	Run 31,270	428.00
2016-10-04	Run 31,343	409.62
2016-10-04	Run 31,269	366.78
2016-10-04	Run 31,300	357.26
2016-10-04	Run 31,216	275.00
2016-10-04	Run 31,252	212.92
2016-10-04	Run 31,247	150.00
2016-10-04	Run 31,258	150.00
2016-10-04	Run 31,334	110.00
2016-10-04	Run 31,280	96.05
2016-10-04	Run 31,205	95.30
2016-10-04	Run 31,241	84.17
2016-10-05	Run 31,397	1,013.00
2016-10-05	Run 31,436	845.00
2016-10-05	Run 31,366	833.00
2016-10-05	Run 31,367	819.00
2016-10-05	Run 31,450	695.00
2016-10-05	Run 31,434	621.00
2016-10-05	Run 31,411	561.00
2016-10-05	Run 31,445	285.62
2016-10-05	Run 31,438	250.00

2016-10-05	Run 31,428	250.00
2016-10-05	Run 31,432	250.00
2016-10-05	Run 31,441	250.00
2016-10-05	Run 31,349	198.64
2016-10-05	Run 31,319	150.00
2016-10-05	Run 31,377	150.00
2016-10-05	Run 31,404	150.00
2016-10-05	Run 31,353	118.60
2016-10-05	Run 31,354	118.60
2016-10-05	Run 31,406	102.27
2016-10-05	Run 31,405	100.00
2016-10-05	Run 31,444	93.73
2016-10-05	Run 31,422	91.85
2016-10-05	Run 31,370	85.19
2016-10-05	Run 31,364	84.03
2016-10-06	Run 31,533	1,037.00
2016-10-06	Run 31,516	953.00
2016-10-06	Run 31,446	941.00
2016-10-06	Run 31,517	865.00
2016-10-06	Run 31,461	831.00
2016-10-06	Run 31,427	783.00
2016-10-06	Run 31,468	759.00
2016-10-06	Run 31,550	657.00
2016-10-06	Run 31,530	649.00
2016-10-06	Run 31,562	633.00
2016-10-06	Run 31,496	561.00
2016-10-06	Run 31,528	537.00
2016-10-06	Run 31,448	392.98
2016-10-06	Run 31,509	362.02
2016-10-06	Run 31,495	300.00
2016-10-06	Run 31,548	250.00
2016-10-06	Run 31,503	250.00
2016-10-06	Run 31,539	250.00
2016-10-06	Run 31,511	195.00
2016-10-06	Run 31,559	100.00
2016-10-06	Run 31,482	84.32
2016-10-06	Run 31,498	83.88
2016-10-06	Run 31,558	20.00
2016-10-07	Run 31,646	807.00
2016-10-07	Run 31,575	795.00
2016-10-07	Run 31,541	783.00
2016-10-07	Run 31,636	771.00
2016-10-07	Run 31,605	747.00
2016-10-07	Run 31,656	747.00
2016-10-07	Run 31,623	633.00
2016-10-07	Run 31,600	561.00
2016-10-07	Run 31,577	300.00

2016-10-07	Run 31,653	279.42
2016-10-07	Run 31,602	150.00
2016-10-07	Run 31,630	150.00
2016-10-07	Run 31,683	150.00
2016-10-07	Run 31,661	118.20
2016-10-07	Run 31,659	118.20
2016-10-07	Run 31,638	110.00
2016-10-07	Run 31,591	106.80
2016-10-07	Run 31,592	106.80
2016-10-07	Run 31,622	99.81
2016-10-07	Run 31,588	96.77
2016-10-07	Run 31,640	86.92
2016-10-07	Run 31,583	72.49
2016-10-07	Run 31,734	70.75
2016-10-07	Run 31,681	52.65
2016-10-08	Run 31,696	867.00
2016-10-08	Run 31,706	857.00
2016-10-08	Run 31,744	855.00
2016-10-08	Run 31,694	843.00
2016-10-08	Run 31,701	821.00
2016-10-08	Run 31,679	809.00
2016-10-08	Run 31,649	771.00
2016-10-08	Run 31,719	759.00
2016-10-08	Run 31,770	759.00
2016-10-08	Run 31,802	758.02
2016-10-08	Run 31,722	747.00
2016-10-08	Run 31,743	733.00
2016-10-08	Run 31,791	697.00
2016-10-08	Run 31,665	693.00
2016-10-08	Run 31,747	657.00
2016-10-08	Run 31,687	573.00
2016-10-08	Run 31,674	573.00
2016-10-08	Run 31,748	549.00
2016-10-08	Run 31,793	250.00
2016-10-08	Run 31,691	250.00
2016-10-08	Run 31,720	156.60
2016-10-08	Run 31,655	150.00
2016-10-08	Run 31,664	126.60
2016-10-08	Run 31,728	119.40
2016-10-08	Run 31,752	112.20
2016-10-08	Run 31,695	77.27
2016-10-08	Run 31,710	70.00
2016-10-08	Run 31,731	20.90
2016-10-09	Run 31,884	1,769.00
2016-10-09	Run 31,825	1,049.00
2016-10-09	Run 31,809	843.00
2016-10-09	Run 31,842	783.00

2016-10-09	Run 31,831	721.00
2016-10-09	Run 31,777	609.00
2016-10-09	Run 31,855	597.00
2016-10-09	Run 31,828	333.46
2016-10-09	Run 31,821	250.00
2016-10-09	Run 31,838	250.00
2016-10-09	Run 31,769	250.00
2016-10-09	Run 31,807	239.80
2016-10-09	Run 31,812	175.00
2016-10-09	Run 31,850	150.00
2016-10-09	Run 31,843	150.00
2016-10-09	Run 31,787	89.68
2016-10-09	Run 31,858	88.52
2016-10-09	Run 31,889	73.22
2016-10-10	Run 31,912	843.00
2016-10-10	Run 31,910	833.00
2016-10-10	Run 31,909	833.00
2016-10-10	Run 31,899	819.00
2016-10-10	Run 32,619	812.00
2016-10-10	Run 31,965	759.00
2016-10-10	Run 31,867	733.00
2016-10-10	Run 31,996	717.00
2016-10-10	Run 31,946	661.00
2016-10-10	Run 31,935	645.00
2016-10-10	Run 31,933	621.00
2016-10-10	Run 31,934	621.00
2016-10-10	Run 31,940	573.00
2016-10-10	Run 31,974	573.00
2016-10-10	Run 31,969	561.00
2016-10-10	Run 31,970	549.00
2016-10-10	Run 31,927	544.53
2016-10-10	Run 31,990	455.64
2016-10-10	Run 31,905	250.00
2016-10-10	Run 31,988	200.00
2016-10-10	Run 31,949	150.00
2016-10-11	Run 31,994	807.00
2016-10-11	Run 32,034	783.00
2016-10-11	Run 32,320	759.00
2016-10-11	Run 33,857	759.00
2016-10-11	Run 32,018	747.00
2016-10-11	Run 32,083	733.00
2016-10-11	Run 32,096	609.00
2016-10-11	Run 31,984	587.00
2016-10-11	Run 32,050	573.00
2016-10-11	Run 32,099	429.80
2016-10-11	Run 32,072	261.50
2016-10-11	Run 32,098	250.00

2016-10-11	Run 32,002	225.00
2016-10-11	Run 31,987	150.00
2016-10-11	Run 31,985	150.00
2016-10-11	Run 32,060	150.00
2016-10-11	Run 32,051	150.00
2016-10-11	Run 31,992	102.56
2016-10-11	Run 32,110	98.22
2016-10-11	Run 32,056	94.31
2016-10-11	Run 32,047	87.50
2016-10-11	Run 32,048	84.61
2016-10-11	Run 32,088	60.00
2016-10-12	Run 32,189	977.00
2016-10-12	Run 32,198	857.00
2016-10-12	Run 32,153	843.00
2016-10-12	Run 32,114	813.00
2016-10-12	Run 32,116	795.00
2016-10-12	Run 32,180	769.00
2016-10-12	Run 32,207	709.00
2016-10-12	Run 32,129	621.00
2016-10-12	Run 32,155	597.00
2016-10-12	Run 32,213	585.00
2016-10-12	Run 32,103	573.00
2016-10-12	Run 32,077	549.00
2016-10-12	Run 32,139	549.00
2016-10-12	Run 32,093	537.00
2016-10-12	Run 32,117	250.00
2016-10-12	Run 32,201	250.00
2016-10-12	Run 32,151	250.00
2016-10-12	Run 32,186	188.23
2016-10-12	Run 32,134	150.00
2016-10-12	Run 32,212	150.00
2016-10-12	Run 32,113	150.00
2016-10-12	Run 32,145	150.00
2016-10-12	Run 32,173	94.45
2016-10-12	Run 32,122	94.02
2016-10-12	Run 32,163	84.32
2016-10-12	Run 32,142	75.97
2016-10-13	Run 32,301	1,025.00
2016-10-13	Run 32,317	975.00
2016-10-13	Run 32,251	893.00
2016-10-13	Run 32,305	879.00
2016-10-13	Run 32,218	875.86
2016-10-13	Run 32,260	870.90
2016-10-13	Run 32,281	855.00
2016-10-13	Run 32,304	831.00
2016-10-13	Run 32,285	821.00
2016-10-13	Run 32,247	809.00

2016-10-13	Run 32,222	795.00
2016-10-13	Run 32,323	771.00
2016-10-13	Run 32,217	759.00
2016-10-13	Run 32,292	757.00
2016-10-13	Run 32,223	747.00
2016-10-13	Run 32,225	573.00
2016-10-13	Run 32,191	549.00
2016-10-13	Run 32,196	495.46
2016-10-13	Run 32,243	347.74
2016-10-13	Run 32,272	347.74
2016-10-13	Run 32,273	250.00
2016-10-13	Run 32,287	220.30
2016-10-13	Run 32,245	150.00
2016-10-13	Run 32,262	146.74
2016-10-13	Run 32,234	114.60
2016-10-13	Run 32,261	100.00
2016-10-13	Run 32,235	86.49
2016-10-13	Run 32,215	84.46
2016-10-13	Run 32,194	79.59
2016-10-14	Run 32,303	953.00
2016-10-14	Run 32,410	893.00
2016-10-14	Run 32,389	795.00
2016-10-14	Run 32,333	795.00
2016-10-14	Run 32,314	783.00
2016-10-14	Run 32,365	759.00
2016-10-14	Run 33,870	759.00
2016-10-14	Run 32,316	747.00
2016-10-14	Run 32,348	609.00
2016-10-14	Run 32,347	609.00
2016-10-14	Run 32,341	597.00
2016-10-14	Run 32,482	573.00
2016-10-14	Run 32,360	561.00
2016-10-14	Run 32,462	547.00
2016-10-14	Run 32,392	300.00
2016-10-14	Run 32,407	275.00
2016-10-14	Run 32,388	250.00
2016-10-14	Run 32,415	225.00
2016-10-14	Run 32,350	150.00
2016-10-14	Run 32,395	150.00
2016-10-14	Run 32,412	150.00
2016-10-14	Run 32,406	150.00
2016-10-14	Run 32,332	150.00
2016-10-14	Run 32,309	150.00
2016-10-14	Run 32,402	94.89
2016-10-14	Run 32,327	92.28
2016-10-14	Run 32,399	63.88
2016-10-14	Run 32,413	60.00

2016-10-15	Run 32,445	915.00
2016-10-15	Run 32,446	903.00
2016-10-15	Run 32,463	893.00
2016-10-15	Run 32,481	881.00
2016-10-15	Run 32,508	857.00
2016-10-15	Run 32,522	857.00
2016-10-15	Run 32,509	813.07
2016-10-15	Run 32,492	771.00
2016-10-15	Run 32,484	757.00
2016-10-15	Run 32,434	747.00
2016-10-15	Run 32,466	733.00
2016-10-15	Run 32,511	645.00
2016-10-15	Run 32,400	537.00
2016-10-15	Run 32,411	377.39
2016-10-15	Run 32,436	357.26
2016-10-15	Run 32,490	340.70
2016-10-15	Run 32,455	150.00
2016-10-15	Run 32,457	150.00
2016-10-15	Run 32,487	125.00
2016-10-15	Run 32,520	100.39
2016-10-15	Run 32,441	100.00
2016-10-15	Run 32,497	100.00
2016-10-15	Run 32,504	87.36
2016-10-15	Run 32,475	20.00
2016-10-16	Run 39,675	855.00
2016-10-16	Run 32,537	819.00
2016-10-16	Run 32,543	807.00
2016-10-16	Run 32,556	771.00
2016-10-16	Run 32,566	759.00
2016-10-16	Run 32,555	647.00
2016-10-16	Run 32,494	633.00
2016-10-16	Run 32,600	537.00
2016-10-16	Run 32,549	422.56
2016-10-16	Run 32,554	275.00
2016-10-16	Run 32,564	203.41
2016-10-16	Run 32,512	150.00
2016-10-16	Run 32,534	102.76
2016-10-16	Run 32,530	92.57
2016-10-16	Run 32,596	89.24
2016-10-16	Run 32,548	75.97
2016-10-17	Run 32,580	999.00
2016-10-17	Run 32,675	857.00
2016-10-17	Run 32,694	793.00
2016-10-17	Run 32,608	783.00
2016-10-17	Run 32,641	621.00
2016-10-17	Run 32,666	609.00
2016-10-17	Run 32,636	597.00

2016-10-17	Run 32,685	597.00
2016-10-17	Run 32,644	597.00
2016-10-17	Run 32,631	573.00
2016-10-17	Run 32,693	561.00
2016-10-17	Run 32,659	549.00
2016-10-17	Run 32,622	300.00
2016-10-17	Run 32,626	300.00
2016-10-17	Run 32,671	200.00
2016-10-17	Run 32,650	150.00
2016-10-17	Run 32,654	110.00
2016-10-17	Run 32,637	89.39
2016-10-17	Run 32,682	70.75
2016-10-17	Run 32,670	20.00
2016-10-18	Run 32,802	881.00
2016-10-18	Run 32,709	865.00
2016-10-18	Run 32,706	855.00
2016-10-18	Run 32,770	819.00
2016-10-18	Run 32,690	807.00
2016-10-18	Run 32,737	807.00
2016-10-18	Run 32,696	797.00
2016-10-18	Run 32,758	797.00
2016-10-18	Run 32,723	795.00
2016-10-18	Run 32,704	783.00
2016-10-18	Run 32,769	783.00
2016-10-18	Run 32,714	771.00
2016-10-18	Run 32,735	757.00
2016-10-18	Run 32,819	681.00
2016-10-18	Run 32,780	633.00
2016-10-18	Run 32,778	573.00
2016-10-18	Run 32,699	549.00
2016-10-18	Run 32,683	537.00
2016-10-18	Run 32,726	333.46
2016-10-18	Run 32,776	300.00
2016-10-18	Run 32,741	300.00
2016-10-18	Run 32,705	250.00
2016-10-18	Run 32,739	250.00
2016-10-18	Run 32,681	224.21
2016-10-18	Run 32,732	200.00
2016-10-18	Run 32,724	160.00
2016-10-18	Run 32,751	150.00
2016-10-18	Run 32,760	90.26
2016-10-18	Run 32,766	86.35
2016-10-18	Run 32,821	59.04
2016-10-18	Run 32,722	46.16
2016-10-19	Run 32,880	975.00
2016-10-19	Run 32,891	843.00
2016-10-19	Run 32,898	833.00

2016-10-19	Run 32,901	821.00
2016-10-19	Run 32,884	819.00
2016-10-19	Run 32,803	783.00
2016-10-19	Run 32,919	621.00
2016-10-19	Run 32,849	609.00
2016-10-19	Run 32,883	609.00
2016-10-19	Run 32,850	549.00
2016-10-19	Run 32,829	300.00
2016-10-19	Run 32,804	250.00
2016-10-19	Run 32,863	250.00
2016-10-19	Run 33,876	225.00
2016-10-19	Run 32,835	150.00
2016-10-19	Run 32,885	150.00
2016-10-19	Run 32,807	145.00
2016-10-19	Run 32,844	98.80
2016-10-19	Run 32,794	96.34
2016-10-19	Run 32,916	94.60
2016-10-19	Run 32,823	89.53
2016-10-19	Run 32,920	70.75
2016-10-20	Run 32,976	1,025.00
2016-10-20	Run 32,993	977.00
2016-10-20	Run 33,020	857.00
2016-10-20	Run 39,679	831.00
2016-10-20	Run 32,992	809.00
2016-10-20	Run 32,944	795.00
2016-10-20	Run 33,023	769.00
2016-10-20	Run 32,911	747.00
2016-10-20	Run 32,964	747.00
2016-10-20	Run 32,963	657.00
2016-10-20	Run 32,982	603.00
2016-10-20	Run 39,678	570.30
2016-10-20	Run 32,980	543.00
2016-10-20	Run 32,967	276.82
2016-10-20	Run 32,899	250.00
2016-10-20	Run 33,001	250.00
2016-10-20	Run 33,000	193.88
2016-10-20	Run 32,893	189.75
2016-10-20	Run 32,943	150.00
2016-10-20	Run 32,928	150.00
2016-10-20	Run 33,006	105.76
2016-10-20	Run 32,905	101.30
2016-10-20	Run 33,026	96.48
2016-10-20	Run 32,941	84.37
2016-10-20	Run 32,962	14.15
2016-10-21	Run 33,127	956.00
2016-10-21	Run 33,082	891.00
2016-10-21	Run 33,106	881.00

2016-10-21	Run 33,040	843.00
2016-10-21	Run 33,115	783.00
2016-10-21	Run 33,167	771.00
2016-10-21	Run 33,037	759.00
2016-10-21	Run 33,077	759.00
2016-10-21	Run 33,057	633.00
2016-10-21	Run 33,098	609.00
2016-10-21	Run 33,007	573.00
2016-10-21	Run 33,018	549.00
2016-10-21	Run 33,089	537.00
2016-10-21	Run 33,058	385.82
2016-10-21	Run 33,880	275.00
2016-10-21	Run 33,033	250.00
2016-10-21	Run 33,008	250.00
2016-10-21	Run 33,112	250.00
2016-10-21	Run 33,123	250.00
2016-10-21	Run 33,188	250.00
2016-10-21	Run 32,994	242.50
2016-10-21	Run 33,042	198.64
2016-10-21	Run 32,990	150.00
2016-10-21	Run 33,032	150.00
2016-10-21	Run 33,125	150.00
2016-10-21	Run 33,131	104.03
2016-10-21	Run 33,083	83.88
2016-10-21	Run 33,017	77.85
2016-10-22	Run 33,137	905.00
2016-10-22	Run 33,143	893.00
2016-10-22	Run 33,207	831.00
2016-10-22	Run 33,179	819.00
2016-10-22	Run 33,242	809.00
2016-10-22	Run 33,162	807.00
2016-10-22	Run 33,168	807.00
2016-10-22	Run 33,164	805.00
2016-10-22	Run 33,186	771.00
2016-10-22	Run 33,174	669.00
2016-10-22	Run 33,159	645.00
2016-10-22	Run 33,100	561.00
2016-10-22	Run 33,197	537.00
2016-10-22	Run 33,165	275.00
2016-10-22	Run 33,107	150.00
2016-10-22	Run 33,216	150.00
2016-10-22	Run 33,214	150.00
2016-10-22	Run 33,157	150.00
2016-10-22	Run 33,175	114.60
2016-10-22	Run 33,184	90.83
2016-10-22	Run 33,240	88.95
2016-10-22	Run 33,173	87.94

2016-10-22	Run 33,154	66.71
2016-10-23	Run 33,267	941.00
2016-10-23	Run 33,331	929.00
2016-10-23	Run 33,289	903.00
2016-10-23	Run 33,264	821.00
2016-10-23	Run 33,328	819.00
2016-10-23	Run 33,281	813.00
2016-10-23	Run 33,227	805.00
2016-10-23	Run 33,308	759.00
2016-10-23	Run 33,275	609.00
2016-10-23	Run 33,306	597.00
2016-10-23	Run 33,268	561.00
2016-10-23	Run 33,335	513.57
2016-10-23	Run 33,247	375.52
2016-10-23	Run 33,262	230.00
2016-10-23	Run 33,254	200.00
2016-10-23	Run 33,258	100.83
2016-10-23	Run 33,255	77.85
2016-10-23	Run 33,270	77.27
2016-10-23	Run 33,303	75.24
2016-10-24	Run 33,398	970.00
2016-10-24	Run 33,358	965.00
2016-10-24	Run 33,437	869.00
2016-10-24	Run 33,409	867.00
2016-10-24	Run 33,350	845.00
2016-10-24	Run 33,449	843.00
2016-10-24	Run 33,359	831.00
2016-10-24	Run 33,314	817.00
2016-10-24	Run 33,369	783.00
2016-10-24	Run 33,445	771.00
2016-10-24	Run 33,356	745.00
2016-10-24	Run 33,432	585.00
2016-10-24	Run 33,379	573.00
2016-10-24	Run 33,364	561.00
2016-10-24	Run 33,375	561.00
2016-10-24	Run 33,384	250.00
2016-10-24	Run 33,414	250.00
2016-10-24	Run 33,417	250.00
2016-10-24	Run 33,443	250.00
2016-10-24	Run 33,415	225.00
2016-10-24	Run 33,340	150.00
2016-10-24	Run 33,456	150.00
2016-10-24	Run 33,330	133.30
2016-10-24	Run 33,344	101.98
2016-10-24	Run 33,391	93.44
2016-10-24	Run 33,392	20.00
2016-10-25	Run 33,511	1,325.00

2016-10-25	Run 39,970	843.00
2016-10-25	Run 33,507	833.00
2016-10-25	Run 33,532	769.00
2016-10-25	Run 33,474	759.00
2016-10-25	Run 33,541	721.00
2016-10-25	Run 33,523	573.00
2016-10-25	Run 33,498	573.00
2016-10-25	Run 33,512	561.00
2016-10-25	Run 33,572	549.00
2016-10-25	Run 33,486	266.75
2016-10-25	Run 33,435	250.00
2016-10-25	Run 33,422	250.00
2016-10-25	Run 33,527	250.00
2016-10-25	Run 33,472	150.00
2016-10-25	Run 33,461	134.00
2016-10-25	Run 33,499	127.40
2016-10-25	Run 33,473	48.82
2016-10-26	Run 33,573	917.00
2016-10-26	Run 33,647	891.00
2016-10-26	Run 33,654	843.00
2016-10-26	Run 33,701	819.00
2016-10-26	Run 33,559	819.00
2016-10-26	Run 33,613	807.00
2016-10-26	Run 33,884	783.00
2016-10-26	Run 33,644	759.00
2016-10-26	Run 33,542	757.00
2016-10-26	Run 33,633	747.00
2016-10-26	Run 33,695	721.00
2016-10-26	Run 33,653	609.00
2016-10-26	Run 33,656	468.67
2016-10-26	Run 33,885	383.46
2016-10-26	Run 33,658	250.00
2016-10-26	Run 33,682	250.00
2016-10-26	Run 33,659	219.90
2016-10-26	Run 33,651	198.64
2016-10-26	Run 33,667	197.76
2016-10-26	Run 33,689	150.00
2016-10-26	Run 33,612	150.00
2016-10-26	Run 33,642	20.00
2016-10-27	Run 33,749	1,173.00
2016-10-27	Run 33,721	903.00
2016-10-27	Run 33,733	893.00
2016-10-27	Run 33,720	833.00
2016-10-27	Run 33,724	807.00
2016-10-27	Run 33,705	771.00
2016-10-27	Run 33,769	771.00
2016-10-27	Run 33,789	733.00

2016-10-27	Run 33,758	697.00
2016-10-27	Run 33,715	621.00
2016-10-27	Run 33,773	573.00
2016-10-27	Run 33,704	549.00
2016-10-27	Run 33,764	541.00
2016-10-27	Run 33,831	541.00
2016-10-27	Run 33,834	541.00
2016-10-27	Run 33,706	250.00
2016-10-27	Run 33,708	250.00
2016-10-27	Run 33,743	225.00
2016-10-27	Run 33,951	200.00
2016-10-27	Run 33,707	150.00
2016-10-27	Run 33,741	150.00
2016-10-27	Run 33,777	150.00
2016-10-27	Run 33,681	150.00
2016-10-27	Run 33,712	129.80
2016-10-27	Run 33,747	91.85
2016-10-27	Run 33,727	85.33
2016-10-27	Run 33,751	72.78
2016-10-28	Run 33,811	985.00
2016-10-28	Run 33,897	833.00
2016-10-28	Run 33,843	831.00
2016-10-28	Run 33,902	817.00
2016-10-28	Run 33,899	809.00
2016-10-28	Run 33,858	797.00
2016-10-28	Run 33,783	795.00
2016-10-28	Run 33,840	717.00
2016-10-28	Run 33,866	669.00
2016-10-28	Run 33,875	657.00
2016-10-28	Run 33,801	611.00
2016-10-28	Run 33,895	609.00
2016-10-28	Run 33,887	609.00
2016-10-28	Run 33,945	585.00
2016-10-28	Run 33,865	378.70
2016-10-28	Run 33,847	250.00
2016-10-28	Run 33,802	150.00
2016-10-28	Run 33,810	150.00
2016-10-28	Run 33,898	124.20
2016-10-29	Run 33,956	855.00
2016-10-29	Run 33,948	843.00
2016-10-29	Run 33,971	843.00
2016-10-29	Run 33,981	831.00
2016-10-29	Run 33,997	819.00
2016-10-29	Run 34,007	819.00
2016-10-29	Run 34,010	771.00
2016-10-29	Run 33,946	747.00
2016-10-29	Run 34,018	747.00

2016-10-29	Run 34,042	721.00
2016-10-29	Run 33,966	621.00
2016-10-29	Run 33,969	621.00
2016-10-29	Run 33,982	621.00
2016-10-29	Run 33,954	597.00
2016-10-29	Run 34,002	573.00
2016-10-29	Run 34,028	549.00
2016-10-29	Run 33,985	275.00
2016-10-29	Run 33,990	250.00
2016-10-29	Run 34,030	250.00
2016-10-29	Run 33,973	163.80
2016-10-29	Run 33,913	161.00
2016-10-29	Run 33,923	150.00
2016-10-29	Run 33,963	101.40
2016-10-29	Run 33,975	78.72
2016-10-29	Run 33,960	75.68
2016-10-29	Run 33,950	15.23
2016-10-30	Run 34,020	867.00
2016-10-30	Run 34,076	841.00
2016-10-30	Run 34,131	745.00
2016-10-30	Run 34,123	627.00
2016-10-30	Run 34,124	627.00
2016-10-30	Run 34,093	275.00
2016-10-30	Run 41,013	250.00
2016-10-30	Run 34,070	250.00
2016-10-30	Run 34,069	250.00
2016-10-30	Run 34,133	250.00
2016-10-30	Run 34,134	250.00
2016-10-30	Run 34,063	180.00
2016-10-30	Run 34,121	150.00
2016-10-30	Run 34,154	150.00
2016-10-30	Run 34,090	98.94
2016-10-30	Run 34,092	94.21
2016-10-30	Run 34,145	87.07
2016-10-30	Run 34,104	86.83
2016-10-30	Run 34,079	85.91
2016-10-30	Run 34,126	81.47
2016-10-31	Run 34,184	865.00
2016-10-31	Run 34,225	843.00
2016-10-31	Run 34,137	781.00
2016-10-31	Run 34,229	771.00
2016-10-31	Run 34,200	771.00
2016-10-31	Run 34,233	771.00
2016-10-31	Run 34,147	747.00
2016-10-31	Run 34,172	657.00
2016-10-31	Run 34,275	645.00
2016-10-31	Run 34,187	633.00

2016-10-31	Run 34,176	603.00
2016-10-31	Run 34,177	573.00
2016-10-31	Run 34,150	313.41
2016-10-31	Run 34,210	300.00
2016-10-31	Run 34,219	300.00
2016-10-31	Run 35,238	250.00
2016-10-31	Run 34,186	250.00
2016-10-31	Run 34,207	250.00
2016-10-31	Run 34,242	250.00
2016-10-31	Run 34,218	250.00
2016-10-31	Run 34,171	220.00
2016-10-31	Run 34,178	150.00
2016-10-31	Run 34,231	137.95
2016-10-31	Run 34,163	99.81
2016-10-31	Run 34,244	76.11
2016-10-31	Run 34,169	72.78
2016-10-31	Run 34,338	51.52
2016-10-31	Run 34,261	18.25
2016-10-31	Run 34,212	14.78
2016-11-01	Run 34,340	985.00
2016-11-01	Run 34,383	985.00
2016-11-01	Run 34,265	981.00
2016-11-01	Run 34,308	845.00
2016-11-01	Run 34,323	843.00
2016-11-01	Run 34,298	771.00
2016-11-01	Run 34,320	747.00
2016-11-01	Run 35,230	747.00
2016-11-01	Run 40,686	747.00
2016-11-01	Run 34,360	709.00
2016-11-01	Run 34,349	697.00
2016-11-01	Run 34,346	669.00
2016-11-01	Run 34,284	609.00
2016-11-01	Run 34,332	597.00
2016-11-01	Run 34,282	549.00
2016-11-01	Run 34,321	549.00
2016-11-01	Run 34,358	373.94
2016-11-01	Run 34,336	275.00
2016-11-01	Run 34,262	250.00
2016-11-01	Run 34,369	150.00
2016-11-01	Run 34,348	150.00
2016-11-01	Run 34,245	101.40
2016-11-01	Run 34,345	101.12
2016-11-01	Run 34,324	88.66
2016-11-01	Run 34,377	88.08
2016-11-01	Run 34,276	87.65
2016-11-01	Run 34,318	20.00
2016-11-02	Run 34,457	977.00

2016-11-02	Run 34,404	879.00
2016-11-02	Run 34,374	819.00
2016-11-02	Run 34,405	807.00
2016-11-02	Run 34,417	783.00
2016-11-02	Run 34,415	771.00
2016-11-02	Run 34,421	747.00
2016-11-02	Run 34,385	717.00
2016-11-02	Run 34,436	609.00
2016-11-02	Run 34,399	573.00
2016-11-02	Run 34,567	573.00
2016-11-02	Run 34,429	540.98
2016-11-02	Run 34,455	250.00
2016-11-02	Run 34,408	225.00
2016-11-02	Run 34,454	200.00
2016-11-02	Run 34,430	150.00
2016-11-02	Run 34,419	84.61
2016-11-02	Run 34,395	76.55
2016-11-02	Run 34,426	66.03
2016-11-02	Run 34,481	17.85
2016-11-03	Run 34,519	831.00
2016-11-03	Run 34,520	829.00
2016-11-03	Run 34,554	809.00
2016-11-03	Run 34,582	783.00
2016-11-03	Run 34,476	781.00
2016-11-03	Run 34,514	747.00
2016-11-03	Run 34,585	747.00
2016-11-03	Run 34,508	745.00
2016-11-03	Run 34,518	664.57
2016-11-03	Run 34,507	573.00
2016-11-03	Run 34,469	561.00
2016-11-03	Run 34,511	555.85
2016-11-03	Run 34,489	537.00
2016-11-03	Run 34,460	300.00
2016-11-03	Run 34,529	278.70
2016-11-03	Run 34,565	250.00
2016-11-03	Run 34,574	250.00
2016-11-03	Run 34,525	250.00
2016-11-03	Run 34,581	250.00
2016-11-03	Run 34,566	225.00
2016-11-03	Run 34,542	150.00
2016-11-03	Run 34,494	107.40
2016-11-03	Run 34,484	98.94
2016-11-03	Run 34,491	96.63
2016-11-03	Run 34,543	94.74
2016-11-03	Run 34,517	92.97
2016-11-04	Run 34,561	961.00
2016-11-04	Run 34,603	783.00

2016-11-04	Run 34,593	747.00
2016-11-04	Run 34,604	745.00
2016-11-04	Run 34,608	669.00
2016-11-04	Run 34,611	657.00
2016-11-04	Run 34,612	561.00
2016-11-04	Run 34,668	549.00
2016-11-04	Run 34,586	537.00
2016-11-04	Run 34,665	471.56
2016-11-04	Run 34,621	300.00
2016-11-04	Run 34,685	250.00
2016-11-04	Run 34,650	250.00
2016-11-04	Run 34,682	213.75
2016-11-04	Run 34,636	168.20
2016-11-04	Run 34,628	150.00
2016-11-04	Run 34,660	98.51
2016-11-04	Run 34,698	95.00
2016-11-04	Run 34,627	56.86
2016-11-04	Run 34,674	15.48
2016-11-04	Run 34,578	8.97
2016-11-05	Run 34,705	953.00
2016-11-05	Run 34,736	869.00
2016-11-05	Run 34,724	857.00
2016-11-05	Run 34,680	855.00
2016-11-05	Run 34,735	845.00
2016-11-05	Run 34,750	819.00
2016-11-05	Run 34,796	805.00
2016-11-05	Run 34,700	795.00
2016-11-05	Run 34,741	793.00
2016-11-05	Run 34,725	769.00
2016-11-05	Run 34,767	757.00
2016-11-05	Run 34,722	747.00
2016-11-05	Run 34,743	747.00
2016-11-05	Run 34,792	745.00
2016-11-05	Run 34,730	573.00
2016-11-05	Run 34,779	553.00
2016-11-05	Run 34,780	553.00
2016-11-05	Run 34,679	549.00
2016-11-05	Run 34,720	537.00
2016-11-05	Run 34,708	250.00
2016-11-05	Run 34,692	223.50
2016-11-05	Run 34,778	150.00
2016-11-05	Run 34,709	150.00
2016-11-05	Run 34,703	150.00
2016-11-05	Run 34,783	122.60
2016-11-05	Run 34,755	113.00
2016-11-05	Run 34,807	97.21
2016-11-05	Run 34,784	91.99

2016-11-05	Run 34,721	88.81
2016-11-05	Run 34,761	84.75
2016-11-05	Run 34,694	84.32
2016-11-05	Run 34,729	76.40
2016-11-06	Run 34,908	879.00
2016-11-06	Run 34,894	845.00
2016-11-06	Run 34,813	821.00
2016-11-06	Run 34,917	807.00
2016-11-06	Run 34,803	797.00
2016-11-06	Run 34,897	795.00
2016-11-06	Run 34,810	769.00
2016-11-06	Run 35,162	759.00
2016-11-06	Run 34,821	759.00
2016-11-06	Run 34,851	621.00
2016-11-06	Run 34,873	621.00
2016-11-06	Run 34,861	609.00
2016-11-06	Run 34,875	573.00
2016-11-06	Run 34,812	549.00
2016-11-06	Run 34,876	549.00
2016-11-06	Run 34,893	549.00
2016-11-06	Run 34,872	357.26
2016-11-06	Run 34,871	250.00
2016-11-06	Run 34,890	250.00
2016-11-06	Run 34,809	250.00
2016-11-06	Run 34,874	250.00
2016-11-06	Run 34,832	200.00
2016-11-06	Run 34,788	150.00
2016-11-06	Run 34,801	150.00
2016-11-06	Run 34,838	150.00
2016-11-06	Run 34,882	118.20
2016-11-06	Run 34,877	114.79
2016-11-06	Run 34,881	106.20
2016-11-06	Run 34,883	106.20
2016-11-06	Run 34,885	100.00
2016-11-06	Run 34,804	85.04
2016-11-06	Run 34,834	50.00
2016-11-07	Run 34,922	821.00
2016-11-07	Run 34,976	771.00
2016-11-07	Run 34,967	759.00
2016-11-07	Run 34,966	705.00
2016-11-07	Run 34,965	573.00
2016-11-07	Run 35,005	573.00
2016-11-07	Run 34,981	333.46
2016-11-07	Run 34,983	286.82
2016-11-07	Run 34,906	250.00
2016-11-07	Run 34,944	220.00
2016-11-07	Run 34,979	216.75

2016-11-07	Run 35,041	150.00
2016-11-07	Run 34,959	150.00
2016-11-07	Run 34,986	100.00
2016-11-07	Run 34,914	99.67
2016-11-07	Run 35,020	93.01
2016-11-07	Run 35,017	90.26
2016-11-07	Run 34,995	87.79
2016-11-08	Run 35,037	925.00
2016-11-08	Run 35,101	898.00
2016-11-08	Run 35,085	893.00
2016-11-08	Run 35,102	845.00
2016-11-08	Run 35,063	843.00
2016-11-08	Run 35,038	833.00
2016-11-08	Run 35,127	805.00
2016-11-08	Run 35,046	747.00
2016-11-08	Run 35,112	628.70
2016-11-08	Run 35,096	621.00
2016-11-08	Run 35,081	621.00
2016-11-08	Run 35,028	549.00
2016-11-08	Run 35,116	542.38
2016-11-08	Run 35,097	537.00
2016-11-08	Run 35,091	507.79
2016-11-08	Run 35,134	450.86
2016-11-08	Run 35,087	260.52
2016-11-08	Run 35,128	241.73
2016-11-08	Run 35,019	225.00
2016-11-08	Run 35,057	150.00
2016-11-08	Run 35,092	150.00
2016-11-08	Run 35,060	143.40
2016-11-08	Run 35,125	119.40
2016-11-08	Run 35,029	88.23
2016-11-08	Run 35,145	58.50
2016-11-09	Run 35,193	905.00
2016-11-09	Run 35,141	845.00
2016-11-09	Run 35,209	833.00
2016-11-09	Run 35,239	831.00
2016-11-09	Run 37,433	795.00
2016-11-09	Run 35,147	793.00
2016-11-09	Run 35,294	781.00
2016-11-09	Run 35,215	759.00
2016-11-09	Run 35,198	747.00
2016-11-09	Run 35,171	633.00
2016-11-09	Run 35,153	585.00
2016-11-09	Run 35,129	585.00
2016-11-09	Run 35,173	573.00
2016-11-09	Run 35,151	487.00
2016-11-09	Run 35,168	300.00

2016-11-09	Run 35,202	300.00
2016-11-09	Run 35,164	250.00
2016-11-09	Run 35,227	225.00
2016-11-09	Run 35,204	212.92
2016-11-09	Run 37,431	151.40
2016-11-09	Run 35,176	124.95
2016-11-09	Run 35,155	103.67
2016-11-09	Run 35,241	80.02
2016-11-09	Run 35,192	68.11
2016-11-10	Run 35,329	889.00
2016-11-10	Run 35,307	855.00
2016-11-10	Run 35,368	831.00
2016-11-10	Run 35,363	783.00
2016-11-10	Run 35,370	747.00
2016-11-10	Run 35,315	747.00
2016-11-10	Run 35,364	688.19
2016-11-10	Run 35,298	621.00
2016-11-10	Run 35,346	487.17
2016-11-10	Run 35,253	250.00
2016-11-10	Run 35,243	250.00
2016-11-10	Run 35,280	250.00
2016-11-10	Run 35,322	250.00
2016-11-10	Run 35,309	243.64
2016-11-10	Run 35,301	203.40
2016-11-10	Run 35,339	150.00
2016-11-10	Run 35,268	105.36
2016-11-10	Run 35,264	86.49
2016-11-10	Run 35,308	83.88
2016-11-10	Run 35,313	20.00
2016-11-11	Run 35,403	1,105.00
2016-11-11	Run 35,480	898.00
2016-11-11	Run 35,393	821.00
2016-11-11	Run 35,473	769.00
2016-11-11	Run 35,423	759.00
2016-11-11	Run 35,374	681.00
2016-11-11	Run 35,468	609.00
2016-11-11	Run 35,385	549.00
2016-11-11	Run 35,343	507.17
2016-11-11	Run 35,663	478.59
2016-11-11	Run 35,466	300.00
2016-11-11	Run 35,672	281.64
2016-11-11	Run 35,440	250.00
2016-11-11	Run 35,427	250.00
2016-11-11	Run 35,585	184.36
2016-11-11	Run 35,348	179.60
2016-11-11	Run 35,383	150.00
2016-11-11	Run 35,444	150.00

2016-11-11	Run 35,439	150.00
2016-11-11	Run 35,457	110.00
2016-11-11	Run 35,377	91.27
2016-11-11	Run 35,341	86.20
2016-11-11	Run 35,344	85.91
2016-11-11	Run 35,435	80.89
2016-11-12	Run 35,540	833.00
2016-11-12	Run 35,531	821.00
2016-11-12	Run 35,521	821.00
2016-11-12	Run 35,917	809.00
2016-11-12	Run 35,493	747.00
2016-11-12	Run 35,485	747.00
2016-11-12	Run 35,516	389.59
2016-11-12	Run 35,547	331.64
2016-11-12	Run 35,491	300.00
2016-11-12	Run 35,494	300.00
2016-11-12	Run 35,537	250.00
2016-11-12	Run 35,483	150.00
2016-11-12	Run 35,459	150.00
2016-11-12	Run 35,651	120.24
2016-11-12	Run 35,508	115.92
2016-11-12	Run 35,538	101.12
2016-11-12	Run 35,475	56.35
2016-11-13	Run 35,658	1,073.00
2016-11-13	Run 35,646	997.00
2016-11-13	Run 35,541	965.00
2016-11-13	Run 35,578	934.00
2016-11-13	Run 35,601	874.00
2016-11-13	Run 35,553	833.00
2016-11-13	Run 35,625	833.00
2016-11-13	Run 35,618	795.00
2016-11-13	Run 35,624	793.00
2016-11-13	Run 35,668	747.00
2016-11-13	Run 35,612	717.00
2016-11-13	Run 35,604	709.00
2016-11-13	Run 35,769	645.00
2016-11-13	Run 35,575	597.00
2016-11-13	Run 35,592	597.00
2016-11-13	Run 35,771	549.00
2016-11-13	Run 35,568	250.00
2016-11-13	Run 35,602	150.00
2016-11-13	Run 35,665	150.00
2016-11-13	Run 35,579	150.00
2016-11-13	Run 35,567	150.00
2016-11-13	Run 35,588	102.98
2016-11-13	Run 35,611	101.69
2016-11-13	Run 35,577	91.27

2016-11-14	Run 35,764	1,068.00
2016-11-14	Run 35,649	831.00
2016-11-14	Run 35,689	829.00
2016-11-14	Run 35,717	819.00
2016-11-14	Run 35,714	795.00
2016-11-14	Run 35,721	783.00
2016-11-14	Run 35,702	781.00
2016-11-14	Run 35,763	771.00
2016-11-14	Run 35,765	747.00
2016-11-14	Run 35,775	699.00
2016-11-14	Run 35,645	585.00
2016-11-14	Run 35,669	585.00
2016-11-14	Run 35,786	537.00
2016-11-14	Run 35,743	377.17
2016-11-14	Run 35,792	369.14
2016-11-14	Run 35,720	300.00
2016-11-14	Run 35,683	300.00
2016-11-14	Run 35,709	275.00
2016-11-14	Run 35,647	250.00
2016-11-14	Run 35,797	250.00
2016-11-14	Run 35,671	160.00
2016-11-14	Run 35,756	150.00
2016-11-14	Run 35,648	150.00
2016-11-14	Run 35,777	99.81
2016-11-14	Run 35,722	94.74
2016-11-14	Run 35,697	92.28
2016-11-14	Run 35,723	56.86
2016-11-15	Run 35,816	821.00
2016-11-15	Run 35,904	819.00
2016-11-15	Run 35,794	809.00
2016-11-15	Run 35,859	769.00
2016-11-15	Run 35,869	705.00
2016-11-15	Run 35,843	633.00
2016-11-15	Run 35,884	573.00
2016-11-15	Run 35,862	561.00
2016-11-15	Run 35,858	549.00
2016-11-15	Run 35,806	549.00
2016-11-15	Run 35,851	537.00
2016-11-15	Run 35,871	370.75
2016-11-15	Run 35,803	253.24
2016-11-15	Run 35,879	250.00
2016-11-15	Run 35,835	200.00
2016-11-15	Run 35,798	150.00
2016-11-15	Run 35,840	110.00
2016-11-15	Run 35,875	94.45
2016-11-15	Run 35,825	93.15
2016-11-15	Run 35,848	89.10

2016-11-15	Run 35,849	89.10
2016-11-15	Run 35,889	74.81
2016-11-15	Run 35,882	70.75
2016-11-16	Run 35,921	893.00
2016-11-16	Run 35,920	845.00
2016-11-16	Run 36,016	833.00
2016-11-16	Run 35,996	807.00
2016-11-16	Run 35,911	807.00
2016-11-16	Run 35,991	805.00
2016-11-16	Run 35,973	771.00
2016-11-16	Run 35,893	609.00
2016-11-16	Run 35,988	500.00
2016-11-16	Run 35,944	250.00
2016-11-16	Run 35,957	250.00
2016-11-16	Run 35,995	150.00
2016-11-16	Run 36,000	112.20
2016-11-16	Run 36,009	92.43
2016-11-16	Run 35,977	87.94
2016-11-16	Run 36,019	86.20
2016-11-17	Run 36,506	893.00
2016-11-17	Run 36,004	865.00
2016-11-17	Run 36,119	853.00
2016-11-17	Run 36,020	833.00
2016-11-17	Run 37,387	795.00
2016-11-17	Run 36,084	709.00
2016-11-17	Run 38,749	609.00
2016-11-17	Run 37,389	597.00
2016-11-17	Run 36,121	537.00
2016-11-17	Run 36,120	393.88
2016-11-17	Run 36,038	250.00
2016-11-17	Run 37,385	131.40
2016-11-17	Run 36,057	109.80
2016-11-17	Run 36,096	108.36
2016-11-17	Run 38,920	90.11
2016-11-17	Run 37,382	85.91
2016-11-17	Run 36,036	38.48
2016-11-18	Run 36,175	977.00
2016-11-18	Run 36,159	891.00
2016-11-18	Run 36,235	857.00
2016-11-18	Run 38,750	821.00
2016-11-18	Run 36,100	819.00
2016-11-18	Run 36,195	759.00
2016-11-18	Run 36,111	747.00
2016-11-18	Run 36,101	709.00
2016-11-18	Run 36,219	709.00
2016-11-18	Run 36,140	697.00
2016-11-18	Run 36,205	585.00

2016-11-18	Run 36,265	561.00
2016-11-18	Run 36,164	561.00
2016-11-18	Run 36,150	283.46
2016-11-18	Run 36,152	250.00
2016-11-18	Run 36,182	250.00
2016-11-18	Run 36,149	250.00
2016-11-18	Run 36,098	150.00
2016-11-18	Run 36,107	150.00
2016-11-18	Run 36,157	97.93
2016-11-18	Run 36,145	84.90
2016-11-18	Run 36,137	84.17
2016-11-18	Run 36,105	72.78
2016-11-18	Run 36,043	20.00
2016-11-19	Run 36,303	869.00
2016-11-19	Run 36,299	805.00
2016-11-19	Run 36,234	759.00
2016-11-19	Run 36,279	747.00
2016-11-19	Run 36,244	709.00
2016-11-19	Run 36,308	697.00
2016-11-19	Run 36,181	645.00
2016-11-19	Run 36,206	585.00
2016-11-19	Run 36,333	300.00
2016-11-19	Run 36,262	250.00
2016-11-19	Run 36,260	225.00
2016-11-19	Run 36,312	200.00
2016-11-19	Run 36,270	150.00
2016-11-19	Run 36,271	150.00
2016-11-19	Run 36,298	150.00
2016-11-19	Run 36,388	150.00
2016-11-19	Run 36,275	107.40
2016-11-19	Run 36,339	107.40
2016-11-19	Run 36,274	107.40
2016-11-19	Run 36,340	107.40
2016-11-19	Run 36,288	71.04
2016-11-20	Run 36,328	769.00
2016-11-20	Run 36,408	633.00
2016-11-20	Run 36,370	573.00
2016-11-20	Run 36,376	549.00
2016-11-20	Run 36,374	404.63
2016-11-20	Run 36,349	250.00
2016-11-20	Run 36,327	100.00
2016-11-20	Run 36,383	89.10
2016-11-20	Run 36,360	56.86
2016-11-21	Run 36,458	855.00
2016-11-21	Run 36,504	783.00
2016-11-21	Run 36,456	759.00
2016-11-21	Run 36,479	757.00

2016-11-21	Run 36,518	537.00
2016-11-21	Run 36,407	511.00
2016-11-21	Run 36,474	250.00
2016-11-21	Run 36,473	150.00
2016-11-21	Run 36,511	150.00
2016-11-21	Run 36,428	90.11
2016-11-21	Run 36,406	85.33
2016-11-22	Run 36,528	843.00
2016-11-22	Run 36,573	783.00
2016-11-22	Run 37,304	721.00
2016-11-22	Run 37,309	573.00
2016-11-22	Run 36,554	250.00
2016-11-22	Run 36,571	238.50
2016-11-22	Run 36,562	200.00
2016-11-22	Run 36,575	200.00
2016-11-22	Run 36,538	184.36
2016-11-22	Run 37,310	150.00
2016-11-22	Run 36,490	111.31
2016-11-22	Run 36,588	108.93
2016-11-22	Run 36,556	102.85
2016-11-22	Run 36,503	92.00
2016-11-22	Run 36,616	77.41
2016-11-22	Run 36,495	51.72
2016-11-23	Run 36,691	999.00
2016-11-23	Run 36,640	953.00
2016-11-23	Run 36,643	893.00
2016-11-23	Run 36,767	809.00
2016-11-23	Run 36,644	783.00
2016-11-23	Run 36,661	771.00
2016-11-23	Run 36,681	747.00
2016-11-23	Run 36,642	729.00
2016-11-23	Run 36,716	721.00
2016-11-23	Run 36,721	633.00
2016-11-23	Run 36,599	573.00
2016-11-23	Run 36,708	537.00
2016-11-23	Run 36,610	471.66
2016-11-23	Run 36,656	250.00
2016-11-23	Run 36,683	217.75
2016-11-23	Run 36,618	200.00
2016-11-23	Run 36,739	150.00
2016-11-23	Run 36,674	121.24
2016-11-23	Run 36,609	90.26
2016-11-23	Run 36,706	56.86
2016-11-23	Run 36,682	20.00
2016-11-24	Run 36,819	915.00
2016-11-24	Run 36,817	905.00
2016-11-24	Run 36,732	843.00

2016-11-24	Run 36,720	831.00
2016-11-24	Run 36,749	821.00
2016-11-24	Run 36,737	795.00
2016-11-24	Run 36,713	783.00
2016-11-24	Run 36,748	783.00
2016-11-24	Run 36,773	759.00
2016-11-24	Run 36,722	708.00
2016-11-24	Run 36,738	537.00
2016-11-24	Run 36,725	382.05
2016-11-24	Run 36,757	380.28
2016-11-24	Run 36,743	275.00
2016-11-24	Run 36,768	250.50
2016-11-24	Run 36,774	250.00
2016-11-24	Run 36,799	250.00
2016-11-24	Run 36,729	232.03
2016-11-24	Run 36,822	96.05
2016-11-24	Run 36,833	94.89
2016-11-24	Run 36,707	86.35
2016-11-25	Run 36,870	901.00
2016-11-25	Run 36,884	862.00
2016-11-25	Run 36,872	783.00
2016-11-25	Run 36,864	783.00
2016-11-25	Run 36,917	783.00
2016-11-25	Run 36,912	771.00
2016-11-25	Run 36,895	757.00
2016-11-25	Run 36,807	733.00
2016-11-25	Run 36,866	705.00
2016-11-25	Run 36,878	597.00
2016-11-25	Run 36,855	549.00
2016-11-25	Run 36,816	549.00
2016-11-25	Run 36,814	537.00
2016-11-25	Run 36,809	537.00
2016-11-25	Run 36,886	250.00
2016-11-25	Run 36,943	125.00
2016-11-25	Run 36,891	108.21
2016-11-25	Run 36,933	97.93
2016-11-25	Run 37,141	95.61
2016-11-25	Run 36,892	94.60
2016-11-25	Run 36,877	88.95
2016-11-25	Run 36,842	82.48
2016-11-25	Run 36,858	79.01
2016-11-25	Run 36,940	77.85
2016-11-26	Run 36,966	934.00
2016-11-26	Run 36,964	905.00
2016-11-26	Run 37,000	879.00
2016-11-26	Run 37,009	869.00
2016-11-26	Run 36,960	821.00

2016-11-26	Run 36,918	783.00
2016-11-26	Run 37,019	769.00
2016-11-26	Run 36,962	759.00
2016-11-26	Run 36,993	747.00
2016-11-26	Run 37,030	573.00
2016-11-26	Run 37,034	537.00
2016-11-26	Run 36,935	300.00
2016-11-26	Run 36,951	250.00
2016-11-26	Run 37,010	250.00
2016-11-26	Run 36,927	250.00
2016-11-26	Run 36,931	250.00
2016-11-26	Run 37,006	250.00
2016-11-26	Run 36,947	200.00
2016-11-26	Run 37,029	150.00
2016-11-26	Run 36,954	129.05
2016-11-26	Run 36,972	106.76
2016-11-26	Run 36,950	100.00
2016-11-26	Run 36,996	94.31
2016-11-26	Run 36,982	90.74
2016-11-26	Run 36,984	87.99
2016-11-26	Run 36,967	79.30
2016-11-27	Run 37,090	975.00
2016-11-27	Run 37,135	891.00
2016-11-27	Run 37,112	879.00
2016-11-27	Run 37,102	857.00
2016-11-27	Run 37,071	821.00
2016-11-27	Run 37,044	809.00
2016-11-27	Run 37,109	781.00
2016-11-27	Run 37,110	771.00
2016-11-27	Run 37,016	769.00
2016-11-27	Run 37,142	757.00
2016-11-27	Run 37,101	649.00
2016-11-27	Run 37,104	621.00
2016-11-27	Run 37,005	561.00
2016-11-27	Run 37,118	561.00
2016-11-27	Run 37,092	500.00
2016-11-27	Run 37,133	404.93
2016-11-27	Run 37,097	347.06
2016-11-27	Run 37,115	300.00
2016-11-27	Run 37,078	299.40
2016-11-27	Run 37,032	275.00
2016-11-27	Run 37,036	250.00
2016-11-27	Run 37,070	200.00
2016-11-27	Run 37,022	150.00
2016-11-27	Run 37,085	150.00
2016-11-27	Run 37,091	107.40
2016-11-27	Run 37,051	93.15

2016-11-27	Run 37,069	91.16
2016-11-28	Run 37,147	881.00
2016-11-28	Run 37,184	821.00
2016-11-28	Run 37,237	807.00
2016-11-28	Run 37,176	795.00
2016-11-28	Run 37,144	783.00
2016-11-28	Run 37,168	759.00
2016-11-28	Run 37,275	684.00
2016-11-28	Run 37,138	302.50
2016-11-28	Run 37,149	254.03
2016-11-28	Run 37,257	250.00
2016-11-28	Run 37,263	250.00
2016-11-28	Run 37,163	225.00
2016-11-28	Run 37,151	200.00
2016-11-28	Run 37,252	150.00
2016-11-28	Run 37,179	111.98
2016-11-28	Run 37,159	98.65
2016-11-28	Run 37,229	97.93
2016-11-28	Run 37,211	92.72
2016-11-28	Run 37,173	89.39
2016-11-28	Run 37,242	77.27
2016-11-28	Run 37,244	73.07
2016-11-28	Run 37,236	18.83
2016-11-29	Run 37,303	881.00
2016-11-29	Run 37,283	843.00
2016-11-29	Run 37,238	843.00
2016-11-29	Run 37,396	747.00
2016-11-29	Run 37,366	646.00
2016-11-29	Run 37,347	621.00
2016-11-29	Run 37,340	561.00
2016-11-29	Run 37,324	511.00
2016-11-29	Run 37,331	421.54
2016-11-29	Run 37,350	400.86
2016-11-29	Run 37,327	300.00
2016-11-29	Run 37,302	300.00
2016-11-29	Run 37,325	275.00
2016-11-29	Run 37,359	250.00
2016-11-29	Run 37,319	225.00
2016-11-29	Run 37,369	150.00
2016-11-29	Run 37,394	150.00
2016-11-29	Run 37,315	137.63
2016-11-29	Run 37,282	101.60
2016-11-29	Run 37,341	97.64
2016-11-29	Run 37,323	95.61
2016-11-29	Run 37,412	95.61
2016-11-29	Run 37,375	87.79
2016-11-29	Run 37,322	87.36

2016-11-29	Run 37,297	84.61
2016-11-29	Run 37,287	83.30
2016-11-29	Run 37,374	75.00
2016-11-30	Run 37,507	975.00
2016-11-30	Run 37,504	879.00
2016-11-30	Run 37,451	843.00
2016-11-30	Run 37,472	821.00
2016-11-30	Run 37,511	819.00
2016-11-30	Run 37,415	795.00
2016-11-30	Run 37,476	621.00
2016-11-30	Run 37,547	597.00
2016-11-30	Run 37,401	585.00
2016-11-30	Run 37,522	585.00
2016-11-30	Run 37,465	393.66
2016-11-30	Run 37,517	250.00
2016-11-30	Run 37,489	250.00
2016-11-30	Run 37,514	200.00
2016-11-30	Run 37,527	169.98
2016-11-30	Run 37,453	150.00
2016-11-30	Run 37,531	150.00
2016-11-30	Run 37,435	105.60
2016-11-30	Run 37,544	95.61
2016-12-01	Run 37,582	917.00
2016-12-01	Run 37,558	855.00
2016-12-01	Run 37,613	819.00
2016-12-01	Run 37,562	767.00
2016-12-01	Run 37,573	747.00
2016-12-01	Run 37,637	709.00
2016-12-01	Run 37,598	609.00
2016-12-01	Run 37,640	597.00
2016-12-01	Run 37,652	597.00
2016-12-01	Run 37,570	585.00
2016-12-01	Run 37,659	585.00
2016-12-01	Run 37,590	549.00
2016-12-01	Run 37,656	397.99
2016-12-01	Run 37,532	287.20
2016-12-01	Run 37,515	250.00
2016-12-01	Run 37,592	250.00
2016-12-01	Run 37,628	250.00
2016-12-01	Run 37,751	250.00
2016-12-01	Run 37,611	250.00
2016-12-01	Run 37,629	165.80
2016-12-01	Run 37,523	150.00
2016-12-01	Run 37,607	150.00
2016-12-01	Run 37,556	119.40
2016-12-01	Run 37,608	112.20
2016-12-01	Run 37,557	107.40

2016-12-01	Run 37,663	94.02
2016-12-01	Run 37,581	87.65
2016-12-01	Run 37,579	87.07
2016-12-01	Run 37,617	84.90
2016-12-01	Run 37,610	72.49
2016-12-01	Run 37,601	70.75
2016-12-02	Run 37,676	891.00
2016-12-02	Run 37,722	886.00
2016-12-02	Run 37,691	881.00
2016-12-02	Run 37,739	831.00
2016-12-02	Run 37,625	795.00
2016-12-02	Run 37,680	783.00
2016-12-02	Run 37,626	741.00
2016-12-02	Run 37,697	709.00
2016-12-02	Run 37,727	697.00
2016-12-02	Run 37,687	621.00
2016-12-02	Run 37,737	609.00
2016-12-02	Run 37,710	537.00
2016-12-02	Run 37,807	360.00
2016-12-02	Run 37,681	300.00
2016-12-02	Run 37,644	275.00
2016-12-02	Run 37,726	275.00
2016-12-02	Run 37,701	131.60
2016-12-02	Run 37,668	103.43
2016-12-02	Run 37,748	94.02
2016-12-02	Run 37,688	90.83
2016-12-02	Run 37,686	88.81
2016-12-02	Run 37,742	86.20
2016-12-02	Run 37,673	20.00
2016-12-02	Run 37,809	20.00
2016-12-03	Run 37,764	1,033.00
2016-12-03	Run 37,796	881.00
2016-12-03	Run 37,760	809.00
2016-12-03	Run 37,766	771.00
2016-12-03	Run 37,853	759.00
2016-12-03	Run 37,827	759.00
2016-12-03	Run 37,811	733.00
2016-12-03	Run 37,733	573.00
2016-12-03	Run 37,797	435.82
2016-12-03	Run 37,756	300.00
2016-12-03	Run 37,794	300.00
2016-12-03	Run 37,836	250.00
2016-12-03	Run 37,804	150.00
2016-12-03	Run 37,842	95.90
2016-12-03	Run 37,783	92.14
2016-12-03	Run 37,774	89.10
2016-12-03	Run 37,821	26.36

2016-12-03	Run 37,778	20.00
2016-12-03	Run 37,854	16.76
2016-12-04	Run 37,928	934.00
2016-12-04	Run 37,885	915.00
2016-12-04	Run 37,892	891.00
2016-12-04	Run 37,839	769.00
2016-12-04	Run 37,941	747.00
2016-12-04	Run 37,879	745.00
2016-12-04	Run 37,915	597.00
2016-12-04	Run 37,898	585.04
2016-12-04	Run 37,876	250.00
2016-12-04	Run 37,881	250.00
2016-12-04	Run 37,872	93.73
2016-12-04	Run 38,057	92.72
2016-12-04	Run 39,559	89.53
2016-12-04	Run 37,870	85.62
2016-12-04	Run 37,858	17.85
2016-12-05	Run 38,007	833.00
2016-12-05	Run 37,950	833.00
2016-12-05	Run 37,998	819.00
2016-12-05	Run 38,064	809.00
2016-12-05	Run 37,938	809.00
2016-12-05	Run 38,049	797.00
2016-12-05	Run 37,942	783.00
2016-12-05	Run 38,001	769.00
2016-12-05	Run 37,995	741.00
2016-12-05	Run 38,017	500.86
2016-12-05	Run 38,014	250.00
2016-12-05	Run 37,962	250.00
2016-12-05	Run 37,917	225.00
2016-12-05	Run 37,979	150.00
2016-12-05	Run 37,937	150.00
2016-12-05	Run 38,009	77.85
2016-12-05	Run 37,947	56.86
2016-12-05	Run 37,975	20.00
2016-12-06	Run 38,023	1,277.00
2016-12-06	Run 38,035	982.00
2016-12-06	Run 38,105	891.00
2016-12-06	Run 38,190	821.00
2016-12-06	Run 38,118	795.00
2016-12-06	Run 38,124	793.00
2016-12-06	Run 38,154	759.00
2016-12-06	Run 38,089	714.08
2016-12-06	Run 38,060	697.00
2016-12-06	Run 38,090	275.00
2016-12-06	Run 38,184	250.00
2016-12-06	Run 38,144	250.00

2016-12-06	Run 38,083	250.00
2016-12-06	Run 38,079	250.00
2016-12-06	Run 38,164	225.00
2016-12-06	Run 38,167	212.92
2016-12-06	Run 38,130	200.00
2016-12-06	Run 38,076	150.00
2016-12-06	Run 38,088	112.41
2016-12-06	Run 38,126	92.04
2016-12-06	Run 38,098	84.03
2016-12-06	Run 38,137	15.23
2016-12-06	Run 38,143	8.39
2016-12-07	Run 38,211	1,049.00
2016-12-07	Run 38,274	879.00
2016-12-07	Run 38,223	845.00
2016-12-07	Run 38,261	747.00
2016-12-07	Run 38,174	747.00
2016-12-07	Run 38,158	561.00
2016-12-07	Run 38,265	549.00
2016-12-07	Run 38,268	549.00
2016-12-07	Run 38,233	250.00
2016-12-07	Run 38,241	250.00
2016-12-07	Run 38,294	150.00
2016-12-07	Run 38,197	110.00
2016-12-07	Run 38,256	105.60
2016-12-07	Run 38,239	94.02
2016-12-07	Run 38,230	89.10
2016-12-07	Run 38,218	87.50
2016-12-07	Run 38,257	47.82
2016-12-07	Run 38,237	10.00
2016-12-07	Run 38,203	9.25
2016-12-08	Run 38,326	857.00
2016-12-08	Run 38,361	857.00
2016-12-08	Run 38,321	855.00
2016-12-08	Run 38,328	821.00
2016-12-08	Run 38,340	821.00
2016-12-08	Run 38,421	819.00
2016-12-08	Run 38,416	783.00
2016-12-08	Run 38,283	769.00
2016-12-08	Run 38,401	759.00
2016-12-08	Run 38,398	759.00
2016-12-08	Run 38,367	733.00
2016-12-08	Run 38,360	565.45
2016-12-08	Run 38,357	561.00
2016-12-08	Run 38,332	300.00
2016-12-08	Run 38,317	250.00
2016-12-08	Run 38,403	250.00
2016-12-08	Run 38,331	225.00

2016-12-08	Run 38,386	150.00
2016-12-08	Run 38,315	150.00
2016-12-08	Run 38,346	150.00
2016-12-08	Run 38,365	100.00
2016-12-08	Run 38,358	98.65
2016-12-08	Run 38,343	97.06
2016-12-08	Run 38,306	94.74
2016-12-08	Run 38,334	66.71
2016-12-09	Run 38,530	1,069.00
2016-12-09	Run 38,472	1,001.00
2016-12-09	Run 38,429	795.00
2016-12-09	Run 38,388	759.00
2016-12-09	Run 38,397	657.00
2016-12-09	Run 38,439	621.00
2016-12-09	Run 38,402	585.00
2016-12-09	Run 38,454	549.00
2016-12-09	Run 38,465	300.00
2016-12-09	Run 38,423	297.74
2016-12-09	Run 38,516	275.00
2016-12-09	Run 38,547	250.00
2016-12-09	Run 38,475	150.00
2016-12-09	Run 38,492	150.00
2016-12-09	Run 38,509	88.37
2016-12-09	Run 38,486	87.65
2016-12-09	Run 38,447	85.48
2016-12-09	Run 38,424	79.44
2016-12-09	Run 38,392	72.78
2016-12-09	Run 38,511	48.00
2016-12-10	Run 38,548	951.00
2016-12-10	Run 38,567	929.00
2016-12-10	Run 38,562	843.00
2016-12-10	Run 38,606	807.00
2016-12-10	Run 38,615	771.00
2016-12-10	Run 38,535	771.00
2016-12-10	Run 38,549	759.00
2016-12-10	Run 38,585	573.00
2016-12-10	Run 38,688	549.00
2016-12-10	Run 38,543	342.98
2016-12-10	Run 38,670	275.00
2016-12-10	Run 38,607	250.00
2016-12-10	Run 39,553	250.00
2016-12-10	Run 38,690	225.00
2016-12-10	Run 38,532	225.00
2016-12-10	Run 38,687	200.00
2016-12-10	Run 38,587	150.00
2016-12-10	Run 38,572	150.00
2016-12-10	Run 38,564	121.80

2016-12-10	Run 38,566	113.40
2016-12-10	Run 38,609	93.30
2016-12-10	Run 38,573	84.90
2016-12-10	Run 38,524	76.11
2016-12-10	Run 38,599	17.85
2016-12-11	Run 38,681	869.00
2016-12-11	Run 38,710	840.53
2016-12-11	Run 38,725	819.00
2016-12-11	Run 38,716	817.00
2016-12-11	Run 38,621	809.00
2016-12-11	Run 38,636	807.00
2016-12-11	Run 38,682	783.00
2016-12-11	Run 38,704	781.00
2016-12-11	Run 38,714	759.00
2016-12-11	Run 38,677	709.00
2016-12-11	Run 38,723	633.00
2016-12-11	Run 38,692	585.00
2016-12-11	Run 38,719	573.00
2016-12-11	Run 38,593	561.00
2016-12-11	Run 38,638	549.00
2016-12-11	Run 38,676	549.00
2016-12-11	Run 38,631	537.00
2016-12-11	Run 38,623	250.00
2016-12-11	Run 38,718	250.00
2016-12-11	Run 38,726	171.00
2016-12-11	Run 38,649	150.00
2016-12-11	Run 38,633	150.00
2016-12-11	Run 38,659	150.00
2016-12-11	Run 38,673	91.12
2016-12-11	Run 38,671	66.71
2016-12-11	Run 38,724	20.00
2016-12-12	Run 38,844	1,949.00
2016-12-12	Run 38,828	867.00
2016-12-12	Run 38,711	821.00
2016-12-12	Run 38,757	797.00
2016-12-12	Run 38,832	771.00
2016-12-12	Run 38,760	771.00
2016-12-12	Run 38,794	771.00
2016-12-12	Run 38,730	757.00
2016-12-12	Run 38,856	747.00
2016-12-12	Run 38,701	633.00
2016-12-12	Run 38,772	573.00
2016-12-12	Run 38,789	537.00
2016-12-12	Run 38,770	414.38
2016-12-12	Run 39,544	300.00
2016-12-12	Run 38,758	250.00
2016-12-12	Run 38,837	126.60

2016-12-12	Run 38,762	100.00
2016-12-12	Run 38,790	84.17
2016-12-12	Run 38,769	20.00
2016-12-12	Run 38,915	17.85
2016-12-13	Run 38,824	809.00
2016-12-13	Run 38,906	809.00
2016-12-13	Run 38,940	771.00
2016-12-13	Run 38,950	657.00
2016-12-13	Run 38,845	657.00
2016-12-13	Run 38,932	545.61
2016-12-13	Run 38,948	439.59
2016-12-13	Run 38,850	300.00
2016-12-13	Run 38,840	250.00
2016-12-13	Run 38,889	250.00
2016-12-13	Run 38,961	250.00
2016-12-13	Run 38,914	150.00
2016-12-13	Run 38,875	150.00
2016-12-13	Run 38,978	150.00
2016-12-13	Run 38,930	108.60
2016-12-13	Run 38,891	84.32
2016-12-13	Run 38,898	83.88
2016-12-14	Run 39,005	795.00
2016-12-14	Run 39,014	759.00
2016-12-14	Run 39,009	745.00
2016-12-14	Run 39,054	709.00
2016-12-14	Run 38,987	633.00
2016-12-14	Run 38,954	549.00
2016-12-14	Run 39,186	489.45
2016-12-14	Run 39,067	300.00
2016-12-14	Run 39,040	250.00
2016-12-14	Run 39,006	250.00
2016-12-14	Run 39,020	250.00
2016-12-14	Run 39,046	250.00
2016-12-14	Run 38,999	210.00
2016-12-14	Run 39,029	200.00
2016-12-14	Run 38,996	150.00
2016-12-14	Run 39,057	150.00
2016-12-14	Run 38,988	141.22
2016-12-14	Run 39,036	121.24
2016-12-14	Run 39,081	118.20
2016-12-14	Run 38,991	117.91
2016-12-14	Run 38,990	70.75
2016-12-14	Run 38,969	70.75
2016-12-15	Run 39,197	1,001.00
2016-12-15	Run 39,076	857.00
2016-12-15	Run 39,175	783.00
2016-12-15	Run 39,208	759.00

2016-12-15	Run 39,167	757.00
2016-12-15	Run 39,088	733.00
2016-12-15	Run 39,360	697.00
2016-12-15	Run 39,135	609.00
2016-12-15	Run 39,132	498.69
2016-12-15	Run 39,170	281.12
2016-12-15	Run 39,199	250.00
2016-12-15	Run 39,155	150.00
2016-12-15	Run 39,047	150.00
2016-12-15	Run 39,070	150.00
2016-12-15	Run 39,190	150.00
2016-12-15	Run 39,109	90.54
2016-12-15	Run 39,125	85.33
2016-12-15	Run 39,203	82.63
2016-12-15	Run 39,131	53.61
2016-12-15	Run 39,193	17.85
2016-12-15	Run 39,160	16.21
2016-12-16	Run 39,200	881.00
2016-12-16	Run 39,180	821.00
2016-12-16	Run 39,201	817.00
2016-12-16	Run 39,248	809.00
2016-12-16	Run 39,529	797.00
2016-12-16	Run 39,240	795.00
2016-12-16	Run 39,293	769.00
2016-12-16	Run 39,306	747.00
2016-12-16	Run 39,229	697.00
2016-12-16	Run 39,288	609.00
2016-12-16	Run 39,212	314.55
2016-12-16	Run 39,272	300.00
2016-12-16	Run 39,302	297.78
2016-12-16	Run 39,215	250.00
2016-12-16	Run 39,291	250.00
2016-12-16	Run 39,528	250.00
2016-12-16	Run 39,300	100.00
2016-12-16	Run 39,177	89.82
2016-12-16	Run 39,198	89.10
2016-12-17	Run 39,401	977.00
2016-12-17	Run 39,409	893.00
2016-12-17	Run 39,357	849.00
2016-12-17	Run 39,383	821.00
2016-12-17	Run 39,283	807.00
2016-12-17	Run 39,339	795.00
2016-12-17	Run 39,381	783.00
2016-12-17	Run 39,341	771.00
2016-12-17	Run 39,379	759.00
2016-12-17	Run 39,359	621.00
2016-12-17	Run 39,316	597.00

2016-12-17	Run 39,404	573.00
2016-12-17	Run 39,503	200.00
2016-12-17	Run 39,346	150.00
2016-12-17	Run 39,303	150.00
2016-12-17	Run 39,377	131.40
2016-12-17	Run 39,347	129.00
2016-12-17	Run 39,290	116.62
2016-12-17	Run 39,386	100.00
2016-12-17	Run 39,372	83.88
2016-12-17	Run 39,365	83.88
2016-12-17	Run 39,325	75.82
2016-12-17	Run 39,334	20.00
2016-12-18	Run 39,480	1,001.00
2016-12-18	Run 39,486	934.00
2016-12-18	Run 39,385	901.00
2016-12-18	Run 39,429	855.00
2016-12-18	Run 39,451	833.00
2016-12-18	Run 39,471	833.00
2016-12-18	Run 39,452	807.00
2016-12-18	Run 39,437	795.00
2016-12-18	Run 39,450	769.00
2016-12-18	Run 39,417	759.00
2016-12-18	Run 39,448	757.00
2016-12-18	Run 39,481	757.00
2016-12-18	Run 39,516	697.00
2016-12-18	Run 39,416	650.52
2016-12-18	Run 39,494	621.00
2016-12-18	Run 39,440	597.00
2016-12-18	Run 39,525	561.00
2016-12-18	Run 39,418	383.46
2016-12-18	Run 39,444	250.00
2016-12-18	Run 39,447	250.00
2016-12-18	Run 39,457	250.00
2016-12-18	Run 39,427	150.00
2016-12-18	Run 39,458	110.00
2016-12-18	Run 39,422	20.00
2016-12-19	Run 39,521	903.00
2016-12-19	Run 39,626	853.00
2016-12-19	Run 39,599	821.00
2016-12-19	Run 39,571	747.00
2016-12-19	Run 39,584	733.00
2016-12-19	Run 39,586	697.00
2016-12-19	Run 39,644	585.00
2016-12-19	Run 39,585	549.00
2016-12-19	Run 39,607	537.00
2016-12-19	Run 39,513	300.00
2016-12-19	Run 39,506	300.00

2016-12-19	Run 39,660	300.00
2016-12-19	Run 39,654	250.00
2016-12-19	Run 39,508	189.32
2016-12-19	Run 39,609	176.20
2016-12-19	Run 39,612	166.20
2016-12-19	Run 39,636	154.00
2016-12-19	Run 39,611	98.80
2016-12-19	Run 39,482	91.85
2016-12-19	Run 39,669	50.00
2016-12-20	Run 39,791	1,751.07
2016-12-20	Run 39,760	886.00
2016-12-20	Run 39,748	747.00
2016-12-20	Run 39,693	733.00
2016-12-20	Run 39,634	721.00
2016-12-20	Run 39,710	721.00
2016-12-20	Run 40,682	633.00
2016-12-20	Run 39,744	623.00
2016-12-20	Run 39,700	609.00
2016-12-20	Run 39,762	609.00
2016-12-20	Run 39,707	585.00
2016-12-20	Run 39,741	561.00
2016-12-20	Run 39,663	549.00
2016-12-20	Run 39,659	549.00
2016-12-20	Run 39,728	549.00
2016-12-20	Run 39,701	250.00
2016-12-20	Run 39,718	250.00
2016-12-20	Run 39,743	250.00
2016-12-20	Run 39,723	108.96
2016-12-20	Run 39,712	100.83
2016-12-20	Run 39,738	100.00
2016-12-20	Run 39,721	94.02
2016-12-20	Run 39,777	89.24
2016-12-20	Run 39,698	83.88
2016-12-21	Run 39,895	869.00
2016-12-21	Run 39,801	869.00
2016-12-21	Run 39,794	771.00
2016-12-21	Run 39,828	747.00
2016-12-21	Run 39,842	733.00
2016-12-21	Run 39,816	658.00
2016-12-21	Run 39,824	645.00
2016-12-21	Run 39,817	426.30
2016-12-21	Run 39,852	378.70
2016-12-21	Run 39,820	300.00
2016-12-21	Run 39,841	275.00
2016-12-21	Run 39,766	160.00
2016-12-21	Run 39,884	150.00
2016-12-21	Run 39,847	144.20

2016-12-21	Run 39,818	120.95
2016-12-21	Run 39,827	91.41
2016-12-21	Run 39,833	90.54
2016-12-21	Run 39,876	81.03
2016-12-21	Run 39,851	76.26
2016-12-21	Run 39,832	71.06
2016-12-21	Run 39,844	18.00
2016-12-22	Run 39,967	961.00
2016-12-22	Run 39,982	927.00
2016-12-22	Run 39,871	922.00
2016-12-22	Run 39,915	867.00
2016-12-22	Run 39,940	845.00
2016-12-22	Run 39,992	843.00
2016-12-22	Run 39,932	833.00
2016-12-22	Run 39,996	833.00
2016-12-22	Run 40,014	831.00
2016-12-22	Run 39,961	771.00
2016-12-22	Run 39,976	771.00
2016-12-22	Run 39,912	771.00
2016-12-22	Run 39,875	759.00
2016-12-22	Run 39,937	745.00
2016-12-22	Run 39,972	709.00
2016-12-22	Run 39,985	709.00
2016-12-22	Run 40,008	697.00
2016-12-22	Run 39,945	675.00
2016-12-22	Run 39,891	637.00
2016-12-22	Run 40,017	250.00
2016-12-22	Run 39,969	173.40
2016-12-22	Run 39,997	138.60
2016-12-22	Run 39,984	125.00
2016-12-22	Run 39,948	113.00
2016-12-22	Run 39,911	109.95
2016-12-22	Run 39,927	96.05
2016-12-22	Run 39,979	57.01
2016-12-22	Run 39,964	28.67
2016-12-23	Run 40,033	821.00
2016-12-23	Run 40,006	807.00
2016-12-23	Run 40,038	783.00
2016-12-23	Run 40,102	745.00
2016-12-23	Run 40,036	618.71
2016-12-23	Run 40,092	585.00
2016-12-23	Run 40,070	585.00
2016-12-23	Run 39,987	250.00
2016-12-23	Run 40,041	250.00
2016-12-23	Run 40,056	250.00
2016-12-23	Run 40,112	171.00
2016-12-23	Run 40,044	155.59

2016-12-23	Run 40,068	150.00
2016-12-23	Run 40,026	146.74
2016-12-23	Run 40,023	146.74
2016-12-23	Run 40,004	94.16
2016-12-23	Run 40,039	75.68
2016-12-23	Run 40,099	8.70
2016-12-24	Run 40,091	1,229.00
2016-12-24	Run 40,121	977.00
2016-12-24	Run 40,122	977.00
2016-12-24	Run 40,169	881.00
2016-12-24	Run 40,286	833.00
2016-12-24	Run 40,178	807.00
2016-12-24	Run 40,163	759.00
2016-12-24	Run 40,154	697.00
2016-12-24	Run 40,134	573.00
2016-12-24	Run 40,123	549.00
2016-12-24	Run 40,145	504.15
2016-12-24	Run 40,156	300.00
2016-12-24	Run 40,104	112.20
2016-12-24	Run 40,136	99.00
2016-12-24	Run 40,140	83.79
2016-12-25	Run 40,212	879.00
2016-12-25	Run 40,283	845.00
2016-12-25	Run 40,204	841.00
2016-12-25	Run 40,228	831.00
2016-12-25	Run 40,205	783.00
2016-12-25	Run 40,221	783.00
2016-12-25	Run 40,192	759.00
2016-12-25	Run 40,279	721.00
2016-12-25	Run 40,226	693.00
2016-12-25	Run 40,338	561.00
2016-12-25	Run 40,241	300.00
2016-12-25	Run 40,489	275.00
2016-12-25	Run 40,721	250.00
2016-12-25	Run 40,307	223.63
2016-12-25	Run 40,208	150.00
2016-12-25	Run 40,272	150.00
2016-12-25	Run 40,280	105.75
2016-12-25	Run 40,229	100.00
2016-12-25	Run 40,278	91.27
2016-12-26	Run 40,411	958.00
2016-12-26	Run 40,365	913.00
2016-12-26	Run 40,317	891.00
2016-12-26	Run 40,257	869.00
2016-12-26	Run 40,330	831.00
2016-12-26	Run 40,380	831.00
2016-12-26	Run 40,398	795.00

2016-12-26	Run 40,404	781.00
2016-12-26	Run 40,353	657.00
2016-12-26	Run 40,314	649.00
2016-12-26	Run 40,261	633.00
2016-12-26	Run 40,310	549.00
2016-12-26	Run 40,306	537.00
2016-12-26	Run 40,385	300.00
2016-12-26	Run 40,312	250.00
2016-12-26	Run 40,319	250.00
2016-12-26	Run 40,343	250.00
2016-12-26	Run 40,409	250.00
2016-12-26	Run 40,369	150.00
2016-12-26	Run 40,389	120.24
2016-12-26	Run 40,326	110.00
2016-12-26	Run 40,297	100.00
2016-12-26	Run 40,346	70.90
2016-12-26	Run 40,407	20.00
2016-12-27	Run 40,497	1,013.00
2016-12-27	Run 40,501	975.00
2016-12-27	Run 40,415	891.00
2016-12-27	Run 40,526	869.00
2016-12-27	Run 40,394	843.00
2016-12-27	Run 40,529	795.00
2016-12-27	Run 40,523	795.00
2016-12-27	Run 40,553	771.00
2016-12-27	Run 40,534	645.00
2016-12-27	Run 40,512	633.00
2016-12-27	Run 40,536	621.00
2016-12-27	Run 40,515	597.00
2016-12-27	Run 40,487	573.00
2016-12-27	Run 40,430	561.00
2016-12-27	Run 40,459	561.00
2016-12-27	Run 40,502	427.17
2016-12-27	Run 40,557	326.03
2016-12-27	Run 40,482	223.80
2016-12-27	Run 40,510	123.12
2016-12-27	Run 40,546	117.00
2016-12-27	Run 40,466	90.40
2016-12-27	Run 40,475	65.63
2016-12-28	Run 40,591	905.00
2016-12-28	Run 40,517	845.00
2016-12-28	Run 40,586	845.00
2016-12-28	Run 40,647	833.00
2016-12-28	Run 40,646	809.00
2016-12-28	Run 40,539	759.00
2016-12-28	Run 40,598	747.00
2016-12-28	Run 40,642	745.00

2016-12-28	Run 40,640	733.00
2016-12-28	Run 40,630	621.00
2016-12-28	Run 40,594	573.00
2016-12-28	Run 40,573	573.00
2016-12-28	Run 40,629	573.00
2016-12-28	Run 40,537	549.00
2016-12-28	Run 40,611	537.00
2016-12-28	Run 40,606	300.00
2016-12-28	Run 40,665	300.00
2016-12-28	Run 40,659	200.00
2016-12-28	Run 40,540	150.00
2016-12-28	Run 40,585	150.00
2016-12-28	Run 40,570	150.00
2016-12-28	Run 40,571	150.00
2016-12-28	Run 40,616	150.00
2016-12-28	Run 40,579	136.00
2016-12-28	Run 40,609	128.62
2016-12-28	Run 40,618	93.30
2016-12-28	Run 40,619	89.39
2016-12-28	Run 40,674	85.95
2016-12-29	Run 40,669	879.00
2016-12-29	Run 40,743	833.00
2016-12-29	Run 41,024	833.00
2016-12-29	Run 40,699	745.00
2016-12-29	Run 40,694	669.00
2016-12-29	Run 40,783	599.00
2016-12-29	Run 40,738	549.00
2016-12-29	Run 40,763	412.02
2016-12-29	Run 40,776	372.00
2016-12-29	Run 40,742	300.00
2016-12-29	Run 40,752	250.00
2016-12-29	Run 40,713	250.00
2016-12-29	Run 40,756	150.00
2016-12-29	Run 40,710	110.00
2016-12-29	Run 41,018	90.98
2016-12-29	Run 41,019	20.00
2016-12-30	Run 40,826	1,037.00
2016-12-30	Run 40,876	989.00
2016-12-30	Run 40,854	922.00
2016-12-30	Run 40,924	879.00
2016-12-30	Run 40,779	783.00
2016-12-30	Run 40,893	771.00
2016-12-30	Run 40,791	709.00
2016-12-30	Run 40,858	579.00
2016-12-30	Run 40,803	561.00
2016-12-30	Run 40,834	300.00
2016-12-30	Run 40,877	300.00

2016-12-30	Run 41,028	250.00
2016-12-30	Run 40,883	250.00
2016-12-30	Run 41,025	173.40
2016-12-30	Run 40,784	171.00
2016-12-30	Run 40,821	150.00
2016-12-30	Run 40,851	150.00
2016-12-30	Run 41,026	150.00
2016-12-30	Run 40,816	94.31
2016-12-30	Run 40,874	89.82
2016-12-30	Run 40,825	88.81
2016-12-30	Run 40,844	84.46
2016-12-30	Run 40,875	73.36
2016-12-31	Run 40,979	1,637.00
2016-12-31	Run 40,887	985.00
2016-12-31	Run 40,945	965.00
2016-12-31	Run 40,990	857.00
2016-12-31	Run 40,925	857.00
2016-12-31	Run 40,944	843.00
2016-12-31	Run 40,932	841.00
2016-12-31	Run 40,890	831.00
2016-12-31	Run 40,999	829.00
2016-12-31	Run 40,940	821.00
2016-12-31	Run 40,957	821.00
2016-12-31	Run 40,936	759.00
2016-12-31	Run 41,035	747.00
2016-12-31	Run 40,907	697.00
2016-12-31	Run 40,926	688.22
2016-12-31	Run 41,042	621.00
2016-12-31	Run 41,032	537.00
2016-12-31	Run 40,956	225.00
2016-12-31	Run 40,917	150.00
2016-12-31	Run 40,941	150.00
2016-12-31	Run 40,989	150.00
2016-12-31	Run 40,994	150.00
2016-12-31	Run 40,934	115.16
2016-12-31	Run 40,920	108.60
2016-12-31	Run 40,946	100.00
2016-12-31	Run 40,912	75.76
2017-01-01	Run 29	1,248.00
2017-01-01	Run 28	1,109.00
2017-01-01	Run 52	939.00
2017-01-01	Run 36	915.00
2017-01-01	Run 330	879.00
2017-01-01	Run 40	843.00
2017-01-01	Run 2	783.00
2017-01-01	Run 14	757.00
2017-01-01	Run 12	721.00

2017-01-01	Run 71	265.00
2017-01-01	Run 8	183.00
2017-01-01	Run 42	150.00
2017-01-01	Run 82	150.00
2017-01-01	Run 89	103.34
2017-01-01	Run 44	100.00
2017-01-01	Run 585	100.00
2017-01-01	Run 580	90.80
2017-01-01	Run 588	85.70
2017-01-01	Run 98	14.26
2017-01-02	Run 103	963.00
2017-01-02	Run 105	793.00
2017-01-02	Run 158	771.00
2017-01-02	Run 234	747.20
2017-01-02	Run 88	609.00
2017-01-02	Run 174	573.00
2017-01-02	Run 86	544.60
2017-01-02	Run 143	537.00
2017-01-02	Run 591	265.00
2017-01-02	Run 132	250.00
2017-01-02	Run 130	220.00
2017-01-02	Run 148	134.93
2017-01-02	Run 184	129.61
2017-01-02	Run 593	93.42
2017-01-02	Run 137	88.76
2017-01-02	Run 123	84.24
2017-01-02	Run 102	79.94
2017-01-02	Run 133	20.00
2017-01-03	Run 333	941.00
2017-01-03	Run 365	941.00
2017-01-03	Run 173	915.00
2017-01-03	Run 267	819.00
2017-01-03	Run 345	807.00
2017-01-03	Run 268	805.00
2017-01-03	Run 261	795.00
2017-01-03	Run 212	771.00
2017-01-03	Run 291	771.00
2017-01-03	Run 296	769.00
2017-01-03	Run 226	747.00
2017-01-03	Run 215	745.00
2017-01-03	Run 292	721.00
2017-01-03	Run 344	649.00
2017-01-03	Run 313	609.00
2017-01-03	Run 278	573.00
2017-01-03	Run 297	573.00
2017-01-03	Run 608	561.00
2017-01-03	Run 363	250.00

2017-01-03	Run 346	250.00
2017-01-03	Run 596	225.00
2017-01-03	Run 257	220.00
2017-01-03	Run 263	220.00
2017-01-03	Run 224	150.00
2017-01-03	Run 322	150.00
2017-01-03	Run 607	150.00
2017-01-03	Run 397	109.03
2017-01-03	Run 317	101.30
2017-01-04	Run 438	903.00
2017-01-04	Run 519	879.00
2017-01-04	Run 364	845.00
2017-01-04	Run 399	845.00
2017-01-04	Run 449	793.00
2017-01-04	Run 428	747.00
2017-01-04	Run 303	747.00
2017-01-04	Run 426	681.00
2017-01-04	Run 617	645.00
2017-01-04	Run 416	621.00
2017-01-04	Run 360	549.00
2017-01-04	Run 403	265.00
2017-01-04	Run 404	250.00
2017-01-04	Run 350	220.00
2017-01-04	Run 334	200.00
2017-01-04	Run 610	200.00
2017-01-04	Run 387	192.24
2017-01-04	Run 316	91.38
2017-01-04	Run 408	16.90
2017-01-04	Run 353	6.97
2017-01-05	Run 471	917.00
2017-01-05	Run 501	874.00
2017-01-05	Run 532	857.00
2017-01-05	Run 488	855.00
2017-01-05	Run 469	819.00
2017-01-05	Run 439	795.00
2017-01-05	Run 550	795.00
2017-01-05	Run 477	783.00
2017-01-05	Run 911	667.00
2017-01-05	Run 543	597.00
2017-01-05	Run 534	335.97
2017-01-05	Run 431	220.00
2017-01-05	Run 538	150.00
2017-01-05	Run 505	150.00
2017-01-05	Run 525	150.00
2017-01-05	Run 526	150.00
2017-01-05	Run 470	144.55
2017-01-05	Run 509	138.80

2017-01-05	Run 467	104.07
2017-01-05	Run 517	100.00
2017-01-05	Run 569	93.86
2017-01-05	Run 541	88.47
2017-01-06	Run 671	1,057.00
2017-01-06	Run 633	833.00
2017-01-06	Run 618	809.00
2017-01-06	Run 560	805.00
2017-01-06	Run 670	795.00
2017-01-06	Run 927	795.00
2017-01-06	Run 623	771.00
2017-01-06	Run 555	759.00
2017-01-06	Run 920	759.00
2017-01-06	Run 1,067	657.00
2017-01-06	Run 693	631.68
2017-01-06	Run 644	573.00
2017-01-06	Run 573	549.00
2017-01-06	Run 709	549.00
2017-01-06	Run 725	537.00
2017-01-06	Run 740	250.00
2017-01-06	Run 624	245.00
2017-01-06	Run 669	225.00
2017-01-06	Run 654	220.00
2017-01-06	Run 619	205.00
2017-01-06	Run 918	205.00
2017-01-06	Run 929	200.00
2017-01-06	Run 689	166.00
2017-01-06	Run 924	150.00
2017-01-06	Run 1,039	129.00
2017-01-06	Run 629	86.28
2017-01-06	Run 676	79.80
2017-01-06	Run 660	66.71
2017-01-06	Run 649	5.32
2017-01-07	Run 781	867.00
2017-01-07	Run 737	843.00
2017-01-07	Run 711	833.00
2017-01-07	Run 751	831.00
2017-01-07	Run 682	819.00
2017-01-07	Run 761	809.00
2017-01-07	Run 728	797.00
2017-01-07	Run 722	795.00
2017-01-07	Run 766	783.00
2017-01-07	Run 687	621.00
2017-01-07	Run 860	397.98
2017-01-07	Run 703	265.00
2017-01-07	Run 747	265.00
2017-01-07	Run 707	250.00

2017-01-07	Run 756	150.00
2017-01-07	Run 937	150.00
2017-01-08	Run 1,090	1,117.00
2017-01-08	Run 800	997.00
2017-01-08	Run 866	953.00
2017-01-08	Run 1,288	941.00
2017-01-08	Run 892	879.00
2017-01-08	Run 1,291	863.00
2017-01-08	Run 810	857.00
2017-01-08	Run 783	845.00
2017-01-08	Run 830	833.00
2017-01-08	Run 779	807.00
2017-01-08	Run 841	783.00
2017-01-08	Run 771	636.37
2017-01-08	Run 813	561.00
2017-01-08	Run 808	537.00
2017-01-08	Run 820	441.58
2017-01-08	Run 851	250.00
2017-01-08	Run 835	220.00
2017-01-08	Run 801	150.00
2017-01-08	Run 790	109.80
2017-01-08	Run 846	91.38
2017-01-08	Run 857	86.43
2017-01-08	Run 818	76.30
2017-01-09	Run 1,002	937.00
2017-01-09	Run 1,086	891.00
2017-01-09	Run 957	783.00
2017-01-09	Run 973	783.00
2017-01-09	Run 982	783.00
2017-01-09	Run 901	771.00
2017-01-09	Run 1,014	733.00
2017-01-09	Run 949	697.00
2017-01-09	Run 968	549.00
2017-01-09	Run 900	395.70
2017-01-09	Run 955	382.33
2017-01-09	Run 964	333.48
2017-01-09	Run 972	265.00
2017-01-09	Run 902	250.00
2017-01-09	Run 903	250.00
2017-01-09	Run 1,001	150.00
2017-01-09	Run 980	150.00
2017-01-09	Run 946	150.00
2017-01-09	Run 977	108.15
2017-01-09	Run 893	88.18
2017-01-09	Run 951	87.30
2017-01-09	Run 1,026	82.71
2017-01-09	Run 996	80.53

2017-01-09	Run 956	54.05
2017-01-10	Run 1,020	997.00
2017-01-10	Run 1,179	893.00
2017-01-10	Run 1,151	869.00
2017-01-10	Run 1,223	807.00
2017-01-10	Run 1,035	771.00
2017-01-10	Run 1,187	697.00
2017-01-10	Run 1,097	697.00
2017-01-10	Run 1,139	644.49
2017-01-10	Run 1,081	573.00
2017-01-10	Run 8,211	573.00
2017-01-10	Run 1,105	265.00
2017-01-10	Run 1,099	250.00
2017-01-10	Run 1,054	250.00
2017-01-10	Run 1,121	239.65
2017-01-10	Run 1,220	225.00
2017-01-10	Run 1,007	200.00
2017-01-10	Run 1,137	150.00
2017-01-10	Run 1,100	150.00
2017-01-10	Run 1,042	150.00
2017-01-10	Run 1,123	89.88
2017-01-10	Run 1,048	84.97
2017-01-10	Run 1,119	75.42
2017-01-11	Run 1,258	3,696.00
2017-01-11	Run 1,238	929.00
2017-01-11	Run 1,175	891.00
2017-01-11	Run 1,240	833.00
2017-01-11	Run 1,340	797.00
2017-01-11	Run 1,218	783.00
2017-01-11	Run 1,261	733.00
2017-01-11	Run 1,345	717.35
2017-01-11	Run 1,350	633.00
2017-01-11	Run 1,268	585.00
2017-01-11	Run 1,228	573.00
2017-01-11	Run 1,348	561.00
2017-01-11	Run 1,239	549.00
2017-01-11	Run 1,284	537.00
2017-01-11	Run 1,173	388.05
2017-01-11	Run 1,191	265.00
2017-01-11	Run 1,184	220.00
2017-01-11	Run 1,194	182.82
2017-01-11	Run 1,189	159.00
2017-01-11	Run 1,283	150.00
2017-01-11	Run 1,167	150.00
2017-01-11	Run 1,235	150.00
2017-01-11	Run 1,250	126.60
2017-01-11	Run 1,280	106.84

2017-01-11	Run 1,205	63.72
2017-01-12	Run 1,359	855.00
2017-01-12	Run 1,410	853.00
2017-01-12	Run 1,332	819.00
2017-01-12	Run 1,553	797.00
2017-01-12	Run 1,360	773.00
2017-01-12	Run 1,303	759.00
2017-01-12	Run 1,351	759.00
2017-01-12	Run 1,292	609.00
2017-01-12	Run 1,274	549.00
2017-01-12	Run 1,406	549.00
2017-01-12	Run 1,276	364.57
2017-01-12	Run 1,426	250.00
2017-01-12	Run 1,423	220.00
2017-01-12	Run 1,407	220.00
2017-01-12	Run 1,374	220.00
2017-01-12	Run 1,460	150.00
2017-01-12	Run 1,364	100.00
2017-01-12	Run 1,322	99.55
2017-01-12	Run 1,370	91.38
2017-01-12	Run 1,393	90.95
2017-01-12	Run 1,308	89.20
2017-01-12	Run 1,328	87.16
2017-01-12	Run 1,390	75.57
2017-01-13	Run 1,496	917.00
2017-01-13	Run 1,453	874.00
2017-01-13	Run 1,523	833.00
2017-01-13	Run 1,474	831.00
2017-01-13	Run 1,430	831.00
2017-01-13	Run 1,492	809.00
2017-01-13	Run 1,556	783.00
2017-01-13	Run 1,411	759.00
2017-01-13	Run 1,491	709.00
2017-01-13	Run 1,419	669.00
2017-01-13	Run 1,489	573.00
2017-01-13	Run 1,473	549.00
2017-01-13	Run 1,471	537.00
2017-01-13	Run 1,596	265.00
2017-01-13	Run 1,467	225.00
2017-01-13	Run 1,515	161.40
2017-01-13	Run 1,521	150.00
2017-01-13	Run 1,530	150.00
2017-01-13	Run 1,501	150.00
2017-01-13	Run 1,500	150.00
2017-01-13	Run 1,469	90.07
2017-01-13	Run 1,498	86.28
2017-01-13	Run 1,507	78.48

2017-01-13	Run 1,422	77.03
2017-01-13	Run 1,479	71.05
2017-01-14	Run 1,543	941.00
2017-01-14	Run 1,628	917.00
2017-01-14	Run 1,563	857.00
2017-01-14	Run 1,599	831.00
2017-01-14	Run 1,547	807.00
2017-01-14	Run 1,644	795.00
2017-01-14	Run 1,565	795.00
2017-01-14	Run 1,669	771.00
2017-01-14	Run 1,672	759.00
2017-01-14	Run 1,611	709.00
2017-01-14	Run 1,605	597.00
2017-01-14	Run 1,577	597.00
2017-01-14	Run 1,534	573.00
2017-01-14	Run 1,622	549.00
2017-01-14	Run 1,653	265.00
2017-01-14	Run 1,620	250.00
2017-01-14	Run 1,600	250.00
2017-01-14	Run 1,582	220.00
2017-01-14	Run 1,675	205.00
2017-01-14	Run 1,580	200.00
2017-01-14	Run 1,944	150.00
2017-01-14	Run 1,602	150.00
2017-01-14	Run 1,619	110.00
2017-01-14	Run 1,645	91.97
2017-01-14	Run 1,612	89.78
2017-01-14	Run 1,664	89.20
2017-01-15	Run 1,708	821.00
2017-01-15	Run 1,953	783.00
2017-01-15	Run 1,758	781.00
2017-01-15	Run 1,730	743.19
2017-01-15	Run 1,713	721.00
2017-01-15	Run 1,777	693.00
2017-01-15	Run 1,769	585.00
2017-01-15	Run 1,726	499.73
2017-01-15	Run 1,755	379.97
2017-01-15	Run 1,709	265.00
2017-01-15	Run 1,752	250.00
2017-01-15	Run 1,678	246.12
2017-01-15	Run 1,681	200.00
2017-01-15	Run 1,691	165.32
2017-01-15	Run 1,727	150.00
2017-01-15	Run 1,712	150.00
2017-01-15	Run 1,696	150.00
2017-01-15	Run 1,720	150.00
2017-01-15	Run 1,686	95.17

2017-01-15	Run 1,735	93.72
2017-01-15	Run 1,715	91.38
2017-01-15	Run 1,741	89.63
2017-01-15	Run 1,770	75.00
2017-01-16	Run 1,896	843.00
2017-01-16	Run 1,824	819.00
2017-01-16	Run 2,043	809.00
2017-01-16	Run 1,855	789.00
2017-01-16	Run 1,887	781.00
2017-01-16	Run 1,854	757.00
2017-01-16	Run 1,885	757.00
2017-01-16	Run 1,902	621.00
2017-01-16	Run 1,898	597.00
2017-01-16	Run 1,890	597.00
2017-01-16	Run 1,823	549.00
2017-01-16	Run 1,897	537.00
2017-01-16	Run 1,867	272.57
2017-01-16	Run 1,785	265.00
2017-01-16	Run 1,869	250.00
2017-01-16	Run 1,821	250.00
2017-01-16	Run 1,910	250.00
2017-01-16	Run 1,921	250.00
2017-01-16	Run 1,828	150.00
2017-01-16	Run 1,891	150.00
2017-01-16	Run 1,846	121.80
2017-01-16	Run 1,841	114.71
2017-01-16	Run 1,858	106.20
2017-01-16	Run 1,875	100.00
2017-01-16	Run 2,041	92.70
2017-01-16	Run 1,802	87.74
2017-01-16	Run 1,807	76.30
2017-01-16	Run 1,905	20.00
2017-01-17	Run 2,099	987.00
2017-01-17	Run 1,924	831.00
2017-01-17	Run 1,975	819.00
2017-01-17	Run 1,955	807.00
2017-01-17	Run 2,037	783.00
2017-01-17	Run 1,945	757.00
2017-01-17	Run 1,937	621.00
2017-01-17	Run 1,948	609.00
2017-01-17	Run 2,017	585.00
2017-01-17	Run 1,935	549.00
2017-01-17	Run 1,994	265.00
2017-01-17	Run 1,895	265.00
2017-01-17	Run 1,983	265.00
2017-01-17	Run 1,995	250.00
2017-01-17	Run 1,964	250.00

2017-01-17	Run 1,985	187.49
2017-01-17	Run 1,930	150.00
2017-01-17	Run 1,883	150.00
2017-01-17	Run 1,933	150.00
2017-01-17	Run 1,959	150.00
2017-01-17	Run 2,024	107.40
2017-01-17	Run 2,030	103.92
2017-01-17	Run 2,014	97.65
2017-01-17	Run 2,001	92.26
2017-01-17	Run 1,997	66.71
2017-01-18	Run 2,114	939.00
2017-01-18	Run 2,051	917.00
2017-01-18	Run 2,119	874.00
2017-01-18	Run 2,135	833.00
2017-01-18	Run 2,074	833.00
2017-01-18	Run 2,064	819.00
2017-01-18	Run 2,109	807.00
2017-01-18	Run 2,104	757.00
2017-01-18	Run 2,032	645.00
2017-01-18	Run 2,143	633.00
2017-01-18	Run 2,156	621.00
2017-01-18	Run 2,153	597.00
2017-01-18	Run 2,050	537.00
2017-01-18	Run 2,128	451.26
2017-01-18	Run 2,187	250.00
2017-01-18	Run 2,052	225.00
2017-01-18	Run 2,126	220.00
2017-01-18	Run 2,065	220.00
2017-01-18	Run 2,124	205.00
2017-01-18	Run 2,055	205.00
2017-01-18	Run 2,096	200.00
2017-01-18	Run 2,053	185.40
2017-01-18	Run 2,108	150.00
2017-01-18	Run 2,183	102.76
2017-01-18	Run 2,078	100.00
2017-01-18	Run 2,103	99.11
2017-01-19	Run 2,281	1,251.00
2017-01-19	Run 2,280	1,239.00
2017-01-19	Run 2,230	985.00
2017-01-19	Run 2,247	953.00
2017-01-19	Run 2,304	831.00
2017-01-19	Run 2,259	812.00
2017-01-19	Run 2,199	797.00
2017-01-19	Run 2,263	759.00
2017-01-19	Run 2,306	747.00
2017-01-19	Run 2,276	745.31
2017-01-19	Run 2,150	745.00

2017-01-19	Run 2,240	633.00
2017-01-19	Run 2,301	609.00
2017-01-19	Run 2,157	607.83
2017-01-19	Run 2,161	549.00
2017-01-19	Run 2,290	549.00
2017-01-19	Run 2,272	252.97
2017-01-19	Run 2,285	250.00
2017-01-19	Run 2,287	214.34
2017-01-19	Run 2,246	205.00
2017-01-19	Run 2,208	190.00
2017-01-19	Run 2,360	150.00
2017-01-19	Run 2,250	96.63
2017-01-19	Run 2,234	92.99
2017-01-19	Run 2,268	56.13
2017-01-19	Run 2,210	9.74
2017-01-20	Run 2,349	1,265.00
2017-01-20	Run 2,351	1,119.00
2017-01-20	Run 2,406	989.00
2017-01-20	Run 2,338	961.00
2017-01-20	Run 2,396	889.00
2017-01-20	Run 2,340	747.00
2017-01-20	Run 2,328	448.75
2017-01-20	Run 2,375	326.89
2017-01-20	Run 2,329	265.00
2017-01-20	Run 2,378	265.00
2017-01-20	Run 2,408	205.00
2017-01-20	Run 2,313	200.00
2017-01-20	Run 2,302	150.00
2017-01-20	Run 2,357	150.00
2017-01-20	Run 2,367	150.00
2017-01-20	Run 2,364	92.70
2017-01-20	Run 2,353	90.95
2017-01-20	Run 2,392	87.16
2017-01-20	Run 2,380	26.40
2017-01-21	Run 2,470	929.00
2017-01-21	Run 2,417	857.00
2017-01-21	Run 2,496	819.00
2017-01-21	Run 2,482	807.00
2017-01-21	Run 2,421	621.00
2017-01-21	Run 2,416	561.00
2017-01-21	Run 2,430	250.00
2017-01-21	Run 2,628	250.00
2017-01-21	Run 2,401	205.00
2017-01-21	Run 2,389	150.00
2017-01-21	Run 2,457	100.42
2017-01-21	Run 2,443	95.03
2017-01-21	Run 2,497	92.34

2017-01-22	Run 2,567	879.00
2017-01-22	Run 2,590	855.00
2017-01-22	Run 2,626	831.00
2017-01-22	Run 2,532	783.00
2017-01-22	Run 2,489	747.00
2017-01-22	Run 2,543	747.00
2017-01-22	Run 2,584	745.00
2017-01-22	Run 2,477	709.00
2017-01-22	Run 2,488	621.00
2017-01-22	Run 2,729	621.00
2017-01-22	Run 2,518	597.00
2017-01-22	Run 2,546	597.00
2017-01-22	Run 2,625	561.00
2017-01-22	Run 2,551	275.78
2017-01-22	Run 2,545	200.00
2017-01-22	Run 2,574	150.00
2017-01-22	Run 2,627	115.32
2017-01-22	Run 2,544	109.80
2017-01-22	Run 2,542	109.32
2017-01-22	Run 2,562	86.57
2017-01-22	Run 2,564	70.22
2017-01-23	Run 2,632	881.00
2017-01-23	Run 2,639	867.00
2017-01-23	Run 2,658	867.00
2017-01-23	Run 2,701	807.00
2017-01-23	Run 2,650	769.00
2017-01-23	Run 2,696	759.00
2017-01-23	Run 2,709	721.00
2017-01-23	Run 2,649	703.83
2017-01-23	Run 2,724	549.00
2017-01-23	Run 2,614	537.00
2017-01-23	Run 2,657	205.00
2017-01-23	Run 2,741	176.22
2017-01-23	Run 2,687	165.80
2017-01-23	Run 2,735	150.00
2017-01-23	Run 2,708	150.00
2017-01-23	Run 2,817	150.00
2017-01-23	Run 2,636	122.61
2017-01-23	Run 2,659	111.50
2017-01-23	Run 2,749	110.00
2017-01-23	Run 2,702	86.57
2017-01-23	Run 2,642	85.26
2017-01-23	Run 2,725	81.11
2017-01-24	Run 2,803	934.00
2017-01-24	Run 2,814	903.00
2017-01-24	Run 2,806	833.00
2017-01-24	Run 2,762	805.00

2017-01-24	Run 2,772	795.00
2017-01-24	Run 2,809	795.00
2017-01-24	Run 2,760	783.00
2017-01-24	Run 2,781	759.00
2017-01-24	Run 2,821	757.00
2017-01-24	Run 2,861	697.00
2017-01-24	Run 2,824	697.00
2017-01-24	Run 2,790	549.00
2017-01-24	Run 2,827	549.00
2017-01-24	Run 2,768	460.73
2017-01-24	Run 2,831	225.00
2017-01-24	Run 2,836	225.00
2017-01-24	Run 2,782	220.00
2017-01-24	Run 2,808	164.20
2017-01-24	Run 2,870	150.00
2017-01-24	Run 2,851	103.63
2017-01-24	Run 2,792	100.00
2017-01-24	Run 2,715	90.22
2017-01-24	Run 2,871	89.78
2017-01-24	Run 2,845	84.24
2017-01-24	Run 2,726	82.42
2017-01-24	Run 2,736	75.28
2017-01-24	Run 2,802	17.92
2017-01-24	Run 2,738	16.90
2017-01-25	Run 2,923	970.00
2017-01-25	Run 2,966	917.00
2017-01-25	Run 2,965	857.00
2017-01-25	Run 2,969	807.00
2017-01-25	Run 2,907	783.00
2017-01-25	Run 2,895	747.00
2017-01-25	Run 2,940	733.00
2017-01-25	Run 2,974	697.00
2017-01-25	Run 3,077	697.00
2017-01-25	Run 2,854	693.00
2017-01-25	Run 2,926	633.00
2017-01-25	Run 2,905	626.89
2017-01-25	Run 2,917	573.00
2017-01-25	Run 2,931	526.60
2017-01-25	Run 2,864	403.74
2017-01-25	Run 2,930	250.00
2017-01-25	Run 2,875	250.00
2017-01-25	Run 2,975	173.27
2017-01-25	Run 2,970	165.00
2017-01-25	Run 2,915	164.77
2017-01-25	Run 2,963	150.00
2017-01-25	Run 2,943	100.00
2017-01-25	Run 2,968	90.22

2017-01-25	Run 2,904	74.99
2017-01-25	Run 2,918	66.30
2017-01-25	Run 2,901	65.91
2017-01-26	Run 3,057	997.00
2017-01-26	Run 3,049	857.00
2017-01-26	Run 3,060	833.00
2017-01-26	Run 3,019	817.00
2017-01-26	Run 3,802	797.00
2017-01-26	Run 3,079	759.00
2017-01-26	Run 3,045	739.67
2017-01-26	Run 3,584	733.00
2017-01-26	Run 2,982	681.00
2017-01-26	Run 3,005	585.00
2017-01-26	Run 2,989	561.00
2017-01-26	Run 2,992	337.00
2017-01-26	Run 2,983	250.00
2017-01-26	Run 2,964	250.00
2017-01-26	Run 3,014	150.00
2017-01-26	Run 3,043	150.00
2017-01-26	Run 3,036	99.04
2017-01-26	Run 3,039	96.19
2017-01-26	Run 3,078	94.45
2017-01-26	Run 3,056	88.90
2017-01-27	Run 3,133	1,011.00
2017-01-27	Run 3,081	953.00
2017-01-27	Run 3,153	941.00
2017-01-27	Run 3,162	869.00
2017-01-27	Run 3,105	819.00
2017-01-27	Run 3,087	809.00
2017-01-27	Run 3,135	771.00
2017-01-27	Run 3,088	745.00
2017-01-27	Run 3,150	709.00
2017-01-27	Run 3,130	709.00
2017-01-27	Run 3,080	681.00
2017-01-27	Run 3,161	573.00
2017-01-27	Run 3,181	561.00
2017-01-27	Run 3,068	561.00
2017-01-27	Run 3,190	537.00
2017-01-27	Run 3,064	250.00
2017-01-27	Run 3,095	220.00
2017-01-27	Run 3,149	220.00
2017-01-27	Run 3,136	160.00
2017-01-27	Run 3,143	129.00
2017-01-27	Run 3,199	93.42
2017-01-27	Run 3,154	80.82
2017-01-27	Run 3,147	41.51
2017-01-28	Run 3,283	905.00

2017-01-28	Run 3,241	877.00
2017-01-28	Run 3,245	845.00
2017-01-28	Run 3,240	831.00
2017-01-28	Run 3,242	819.00
2017-01-28	Run 3,275	771.00
2017-01-28	Run 3,304	771.00
2017-01-28	Run 3,222	769.00
2017-01-28	Run 3,299	759.00
2017-01-28	Run 3,216	759.00
2017-01-28	Run 3,220	729.00
2017-01-28	Run 3,248	625.65
2017-01-28	Run 3,286	621.00
2017-01-28	Run 3,290	386.71
2017-01-28	Run 3,297	344.30
2017-01-28	Run 3,253	265.00
2017-01-28	Run 3,305	164.50
2017-01-28	Run 3,278	150.00
2017-01-28	Run 3,169	96.19
2017-01-28	Run 3,212	57.11
2017-01-28	Run 3,221	56.86
2017-01-28	Run 3,246	50.00
2017-01-29	Run 3,325	915.00
2017-01-29	Run 3,300	807.00
2017-01-29	Run 3,293	771.00
2017-01-29	Run 3,282	771.00
2017-01-29	Run 3,390	759.00
2017-01-29	Run 3,386	621.00
2017-01-29	Run 3,349	597.00
2017-01-29	Run 3,363	585.00
2017-01-29	Run 3,382	345.73
2017-01-29	Run 3,342	265.00
2017-01-29	Run 3,383	265.00
2017-01-29	Run 3,338	250.00
2017-01-29	Run 3,387	220.00
2017-01-29	Run 3,406	200.00
2017-01-29	Run 3,309	150.00
2017-01-29	Run 3,321	150.00
2017-01-29	Run 3,343	150.00
2017-01-29	Run 3,411	145.60
2017-01-29	Run 3,311	115.35
2017-01-29	Run 3,350	109.80
2017-01-29	Run 3,362	85.55
2017-01-29	Run 3,330	74.40
2017-01-30	Run 3,446	874.00
2017-01-30	Run 3,505	845.00
2017-01-30	Run 3,417	747.00
2017-01-30	Run 3,496	747.00

2017-01-30	Run 3,413		707.00
2017-01-30	Run 3,953		697.00
2017-01-30	Run 3,508		693.00
2017-01-30	Run 3,500		633.00
2017-01-30	Run 3,491		585.00
2017-01-30	Run 3,515		573.00
2017-01-30	Run 3,471		449.74
2017-01-30	Run 3,457		369.33
2017-01-30	Run 10,064		363.61
2017-01-30	Run 3,533		265.00
2017-01-30	Run 3,481		265.00
2017-01-30	Run 3,458		220.00
2017-01-30	Run 3,490		176.20
2017-01-30	Run 3,440		150.00
2017-01-30	Run 3,441		126.60
2017-01-30	Run 3,513		100.00
2017-01-30	Run 3,501		71.05
2017-01-30	Run 3,543		10.00
2017-01-31	Run 3,552		807.00
2017-01-31	Run 3,580		795.00
2017-01-31	Run 3,633		783.00
2017-01-31	Run 3,599		771.00
2017-01-31	Run 3,656		759.00
2017-01-31	Run 3,620		745.00
2017-01-31	Run 3,607		729.80
2017-01-31	Run 3,626		681.00
2017-01-31	Run 3,605		609.00
2017-01-31	Run 3,595		585.00
2017-01-31	Run 3,659		205.00
2017-01-31	Run 3,558		150.00
2017-01-31	Run 3,554		107.40
2017-01-31	Run 3,614		103.34
2017-01-31	Run 3,648		95.03
2017-01-31	Run 3,560		89.72
2017-01-31	Run 3,586		75.86
2017-01-31	Run 3,547		71.34
2017-02-01	Run 3,766		1,047.00
2017-02-01	Run 3,757		915.00
2017-02-01	Run 3,760		881.00
2017-02-01	Run 3,708		809.00
2017-02-01	Run 3,664		801.00
2017-02-01	Run 3,771		769.00
2017-02-01	Run 3,740		747.00
2017-02-01	Run 3,739		657.00
2017-02-01	Run 3,730		603.00
2017-02-01	Run 3,752		573.00
2017-02-01	Run 3,654		563.80

2017-02-01	Run 3,758	250.00
2017-02-01	Run 3,675	250.00
2017-02-01	Run 3,718	250.00
2017-02-01	Run 3,707	157.80
2017-02-01	Run 3,657	150.00
2017-02-01	Run 3,639	150.00
2017-02-01	Run 3,732	150.00
2017-02-01	Run 3,688	150.00
2017-02-01	Run 3,774	150.00
2017-02-01	Run 3,753	150.00
2017-02-01	Run 3,748	100.00
2017-02-01	Run 3,738	96.19
2017-02-01	Run 3,691	86.72
2017-02-02	Run 3,848	903.00
2017-02-02	Run 3,821	869.00
2017-02-02	Run 3,857	867.00
2017-02-02	Run 3,822	833.00
2017-02-02	Run 3,887	809.00
2017-02-02	Run 3,881	771.00
2017-02-02	Run 3,772	771.00
2017-02-02	Run 3,830	759.00
2017-02-02	Run 3,778	759.00
2017-02-02	Run 3,814	757.00
2017-02-02	Run 3,858	681.00
2017-02-02	Run 3,805	585.00
2017-02-02	Run 3,834	537.00
2017-02-02	Run 3,852	321.89
2017-02-02	Run 3,797	250.00
2017-02-02	Run 3,818	250.00
2017-02-02	Run 3,755	250.00
2017-02-02	Run 3,816	150.00
2017-02-02	Run 3,845	150.00
2017-02-02	Run 3,865	150.00
2017-02-02	Run 3,792	146.06
2017-02-02	Run 3,817	93.86
2017-02-02	Run 3,785	89.34
2017-02-02	Run 3,843	86.57
2017-02-02	Run 3,813	25.00
2017-02-03	Run 3,904	941.00
2017-02-03	Run 3,942	881.00
2017-02-03	Run 3,891	795.00
2017-02-03	Run 3,866	669.00
2017-02-03	Run 3,910	265.00
2017-02-03	Run 3,933	250.00
2017-02-03	Run 3,894	220.00
2017-02-03	Run 3,981	205.00
2017-02-03	Run 4,229	170.00

2017-02-03	Run 3,973	130.00
2017-02-03	Run 3,913	98.09
2017-02-04	Run 4,982	1,105.00
2017-02-04	Run 4,035	939.00
2017-02-04	Run 4,053	831.00
2017-02-04	Run 4,062	819.00
2017-02-04	Run 4,026	809.00
2017-02-04	Run 4,067	807.00
2017-02-04	Run 4,066	783.00
2017-02-04	Run 4,041	759.00
2017-02-04	Run 4,080	745.00
2017-02-04	Run 4,005	733.00
2017-02-04	Run 3,992	649.00
2017-02-04	Run 4,058	236.47
2017-02-04	Run 3,988	225.00
2017-02-04	Run 4,009	154.20
2017-02-04	Run 4,059	122.79
2017-02-04	Run 4,007	85.70
2017-02-04	Run 4,034	76.59
2017-02-05	Run 4,092	879.00
2017-02-05	Run 4,151	867.00
2017-02-05	Run 4,079	795.00
2017-02-05	Run 4,114	709.00
2017-02-05	Run 4,141	585.00
2017-02-05	Run 4,153	573.00
2017-02-05	Run 4,130	573.00
2017-02-05	Run 4,160	561.00
2017-02-05	Run 4,086	549.00
2017-02-05	Run 4,161	549.00
2017-02-05	Run 4,088	225.00
2017-02-05	Run 4,138	212.01
2017-02-05	Run 4,162	205.00
2017-02-05	Run 4,044	153.00
2017-02-05	Run 4,146	150.00
2017-02-05	Run 4,123	96.78
2017-02-05	Run 4,144	94.74
2017-02-06	Run 4,198	1,019.00
2017-02-06	Run 4,277	929.00
2017-02-06	Run 4,310	879.00
2017-02-06	Run 4,204	867.00
2017-02-06	Run 4,251	855.00
2017-02-06	Run 4,327	833.00
2017-02-06	Run 4,245	795.00
2017-02-06	Run 4,223	721.00
2017-02-06	Run 4,292	709.00
2017-02-06	Run 4,274	697.00
2017-02-06	Run 4,290	697.00

2017-02-06	Run 4,355	601.31
2017-02-06	Run 4,218	453.98
2017-02-06	Run 4,308	425.54
2017-02-06	Run 4,283	265.00
2017-02-06	Run 4,225	265.00
2017-02-06	Run 4,250	250.00
2017-02-06	Run 4,258	175.00
2017-02-06	Run 4,228	149.40
2017-02-06	Run 4,241	126.60
2017-02-06	Run 4,280	67.00
2017-02-07	Run 4,352	941.00
2017-02-07	Run 4,398	857.00
2017-02-07	Run 4,396	845.00
2017-02-07	Run 4,382	843.00
2017-02-07	Run 4,362	819.00
2017-02-07	Run 4,338	819.00
2017-02-07	Run 4,393	807.00
2017-02-07	Run 4,417	795.00
2017-02-07	Run 4,397	745.00
2017-02-07	Run 4,391	709.00
2017-02-07	Run 4,434	621.00
2017-02-07	Run 4,443	621.00
2017-02-07	Run 4,402	549.00
2017-02-07	Run 4,386	250.00
2017-02-07	Run 4,408	225.00
2017-02-07	Run 4,344	220.00
2017-02-07	Run 4,361	219.44
2017-02-07	Run 4,428	205.00
2017-02-07	Run 4,358	205.00
2017-02-07	Run 4,379	150.00
2017-02-07	Run 4,445	150.00
2017-02-07	Run 4,377	149.40
2017-02-07	Run 4,422	95.17
2017-02-08	Run 4,704	1,078.00
2017-02-08	Run 5,032	833.00
2017-02-08	Run 4,456	783.00
2017-02-08	Run 4,553	781.00
2017-02-08	Run 4,460	747.00
2017-02-08	Run 4,461	745.00
2017-02-08	Run 4,438	575.99
2017-02-08	Run 4,471	375.54
2017-02-08	Run 4,516	372.18
2017-02-08	Run 4,531	336.31
2017-02-08	Run 4,489	250.00
2017-02-08	Run 4,518	250.00
2017-02-08	Run 4,519	250.00
2017-02-08	Run 4,513	225.00

2017-02-08	Run 4,437	220.00
2017-02-08	Run 4,503	150.00
2017-02-08	Run 4,466	142.85
2017-02-08	Run 4,484	100.00
2017-02-08	Run 4,532	93.86
2017-02-08	Run 4,463	89.20
2017-02-08	Run 4,486	60.00
2017-02-08	Run 4,500	58.21
2017-02-08	Run 4,483	8.90
2017-02-09	Run 4,609	857.00
2017-02-09	Run 4,545	795.00
2017-02-09	Run 4,655	795.00
2017-02-09	Run 4,600	759.00
2017-02-09	Run 4,652	759.00
2017-02-09	Run 4,665	745.00
2017-02-09	Run 4,672	729.00
2017-02-09	Run 4,613	708.00
2017-02-09	Run 4,604	697.00
2017-02-09	Run 4,551	597.00
2017-02-09	Run 4,585	561.00
2017-02-09	Run 4,533	549.00
2017-02-09	Run 4,572	326.89
2017-02-09	Run 4,635	265.00
2017-02-09	Run 4,619	220.00
2017-02-09	Run 4,632	150.00
2017-02-09	Run 4,577	150.00
2017-02-09	Run 4,623	91.09
2017-02-09	Run 4,808	84.24
2017-02-09	Run 4,634	20.00
2017-02-10	Run 4,701	645.00
2017-02-10	Run 4,770	627.00
2017-02-10	Run 4,720	573.00
2017-02-10	Run 4,707	537.00
2017-02-10	Run 4,698	376.89
2017-02-10	Run 4,682	265.00
2017-02-10	Run 4,684	250.00
2017-02-10	Run 4,887	236.96
2017-02-10	Run 4,669	225.00
2017-02-10	Run 4,785	225.00
2017-02-10	Run 4,743	200.00
2017-02-10	Run 4,677	150.00
2017-02-10	Run 4,772	150.00
2017-02-10	Run 4,773	150.00
2017-02-10	Run 4,734	106.68
2017-02-10	Run 4,696	92.20
2017-02-10	Run 4,771	87.88
2017-02-10	Run 4,830	87.88

2017-02-10	Run 4,681	84.24
2017-02-10	Run 4,768	77.61
2017-02-11	Run 4,825	843.00
2017-02-11	Run 4,855	843.00
2017-02-11	Run 4,795	831.00
2017-02-11	Run 4,856	817.00
2017-02-11	Run 4,846	795.00
2017-02-11	Run 4,798	783.00
2017-02-11	Run 4,811	771.00
2017-02-11	Run 4,818	771.00
2017-02-11	Run 4,819	769.00
2017-02-11	Run 4,842	693.00
2017-02-11	Run 4,823	585.00
2017-02-11	Run 4,865	556.37
2017-02-11	Run 4,879	549.00
2017-02-11	Run 4,814	489.65
2017-02-11	Run 4,894	291.02
2017-02-11	Run 4,752	178.20
2017-02-11	Run 4,796	150.00
2017-02-11	Run 4,775	150.00
2017-02-11	Run 4,809	150.00
2017-02-11	Run 4,840	150.00
2017-02-11	Run 4,892	96.63
2017-02-11	Run 4,871	92.84
2017-02-11	Run 4,799	67.00
2017-02-12	Run 4,886	1,025.00
2017-02-12	Run 5,000	903.00
2017-02-12	Run 4,961	843.00
2017-02-12	Run 4,971	819.00
2017-02-12	Run 4,950	783.00
2017-02-12	Run 4,963	783.00
2017-02-12	Run 4,987	759.00
2017-02-12	Run 4,945	609.00
2017-02-12	Run 4,880	561.00
2017-02-12	Run 4,930	475.99
2017-02-12	Run 5,017	265.00
2017-02-12	Run 4,965	265.00
2017-02-12	Run 4,928	250.00
2017-02-12	Run 4,927	250.00
2017-02-12	Run 4,875	250.00
2017-02-12	Run 4,976	234.87
2017-02-12	Run 4,972	150.00
2017-02-12	Run 4,925	150.00
2017-02-12	Run 5,006	150.00
2017-02-12	Run 4,895	150.00
2017-02-12	Run 4,978	150.00
2017-02-12	Run 4,968	123.40

2017-02-12	Run 4,905	100.00
2017-02-12	Run 4,949	89.34
2017-02-12	Run 4,966	84.68
2017-02-12	Run 4,940	18.71
2017-02-12	Run 4,867	14.26
2017-02-13	Run 5,065	946.00
2017-02-13	Run 5,077	833.00
2017-02-13	Run 5,075	825.72
2017-02-13	Run 5,095	819.00
2017-02-13	Run 5,055	797.00
2017-02-13	Run 5,088	661.00
2017-02-13	Run 5,093	561.00
2017-02-13	Run 5,097	549.00
2017-02-13	Run 5,079	537.00
2017-02-13	Run 5,082	403.80
2017-02-13	Run 5,108	345.38
2017-02-13	Run 5,042	250.00
2017-02-13	Run 5,104	250.00
2017-02-13	Run 5,049	220.00
2017-02-13	Run 5,072	184.51
2017-02-13	Run 5,056	150.00
2017-02-13	Run 5,091	150.00
2017-02-13	Run 5,073	150.00
2017-02-13	Run 5,029	114.60
2017-02-13	Run 5,081	100.00
2017-02-13	Run 5,084	84.24
2017-02-14	Run 5,120	1,021.00
2017-02-14	Run 5,119	867.00
2017-02-14	Run 5,248	819.00
2017-02-14	Run 5,137	793.00
2017-02-14	Run 5,149	783.00
2017-02-14	Run 5,112	783.00
2017-02-14	Run 5,201	759.00
2017-02-14	Run 5,190	757.00
2017-02-14	Run 5,147	747.00
2017-02-14	Run 5,258	621.00
2017-02-14	Run 5,155	250.00
2017-02-14	Run 5,257	250.00
2017-02-14	Run 5,197	250.00
2017-02-14	Run 5,183	220.00
2017-02-14	Run 5,206	150.00
2017-02-14	Run 5,237	95.17
2017-02-14	Run 5,154	92.11
2017-02-14	Run 5,255	9.77
2017-02-15	Run 5,345	783.00
2017-02-15	Run 5,323	771.00
2017-02-15	Run 5,222	771.00

2017-02-15	Run 5,304		759.00
2017-02-15	Run 5,399		759.00
2017-02-15	Run 5,276		745.00
2017-02-15	Run 5,341		549.00
2017-02-15	Run 5,293		340.34
2017-02-15	Run 5,340		265.00
2017-02-15	Run 5,312		265.00
2017-02-15	Run 5,289		250.00
2017-02-15	Run 5,320		220.00
2017-02-15	Run 5,301		160.00
2017-02-15	Run 5,329		110.00
2017-02-15	Run 5,318		88.32
2017-02-15	Run 5,218		77.10
2017-02-16	Run 5,373		1,097.00
2017-02-16	Run 5,346		949.00
2017-02-16	Run 5,403		821.00
2017-02-16	Run 5,457		807.00
2017-02-16	Run 5,418		795.00
2017-02-16	Run 5,400		771.00
2017-02-16	Run 5,364		225.00
2017-02-16	Run 5,395		173.40
2017-02-16	Run 5,427		150.00
2017-02-16	Run 5,453		112.20
2017-02-16	Run 5,393		110.00
2017-02-16	Run 5,386		98.82
2017-02-16	Run 5,382		79.50
2017-02-17	Run 5,554		881.00
2017-02-17	Run 5,437		879.00
2017-02-17	Run 5,557		807.00
2017-02-17	Run 5,509		759.00
2017-02-17	Run 5,483		671.00
2017-02-17	Run 6,051		633.00
2017-02-17	Run 5,539		609.00
2017-02-17	Run 5,502		425.65
2017-02-17	Run 5,538		250.00
2017-02-17	Run 5,504		250.00
2017-02-17	Run 5,486		250.00
2017-02-17	Run 5,442		150.00
2017-02-17	Run 5,519		150.00
2017-02-17	Run 5,550		136.20
2017-02-17	Run 5,463		80.82
2017-02-18	Run 5,523		1,001.00
2017-02-18	Run 5,665		886.00
2017-02-18	Run 5,616		881.00
2017-02-18	Run 5,627		881.00
2017-02-18	Run 5,626		795.00
2017-02-18	Run 5,533		757.00

2017-02-18	Run 5,582	709.00
2017-02-18	Run 6,230	585.00
2017-02-18	Run 5,664	585.00
2017-02-18	Run 6,229	573.00
2017-02-18	Run 5,625	508.58
2017-02-18	Run 5,785	265.00
2017-02-18	Run 5,584	250.00
2017-02-18	Run 5,623	250.00
2017-02-18	Run 5,655	220.00
2017-02-18	Run 5,600	150.00
2017-02-18	Run 5,631	150.00
2017-02-18	Run 5,632	150.00
2017-02-18	Run 6,231	100.35
2017-02-18	Run 5,629	85.84
2017-02-18	Run 5,617	67.00
2017-02-19	Run 5,739	869.00
2017-02-19	Run 5,737	783.00
2017-02-19	Run 5,651	771.00
2017-02-19	Run 5,759	669.00
2017-02-19	Run 5,648	205.00
2017-02-19	Run 5,714	150.00
2017-02-19	Run 5,680	100.00
2017-02-19	Run 5,674	79.07
2017-02-20	Run 5,865	1,004.00
2017-02-20	Run 5,898	917.00
2017-02-20	Run 5,823	903.00
2017-02-20	Run 5,872	891.00
2017-02-20	Run 5,834	869.00
2017-02-20	Run 5,805	819.00
2017-02-20	Run 5,958	783.00
2017-02-20	Run 5,808	771.00
2017-02-20	Run 5,849	759.00
2017-02-20	Run 5,900	573.00
2017-02-20	Run 5,814	549.00
2017-02-20	Run 5,886	549.00
2017-02-20	Run 5,756	537.00
2017-02-20	Run 5,866	250.00
2017-02-20	Run 5,789	250.00
2017-02-20	Run 5,903	150.00
2017-02-20	Run 5,887	110.00
2017-02-20	Run 5,830	109.80
2017-02-20	Run 5,827	81.98
2017-02-20	Run 5,870	20.00
2017-02-21	Run 5,945	881.00
2017-02-21	Run 5,928	874.00
2017-02-21	Run 6,057	869.00
2017-02-21	Run 5,998	867.00

2017-02-21	Run 6,007	855.00
2017-02-21	Run 5,986	845.00
2017-02-21	Run 5,895	807.00
2017-02-21	Run 5,933	783.00
2017-02-21	Run 5,947	783.00
2017-02-21	Run 5,924	769.00
2017-02-21	Run 5,975	573.00
2017-02-21	Run 5,979	561.00
2017-02-21	Run 5,984	502.46
2017-02-21	Run 6,017	283.80
2017-02-21	Run 5,967	250.00
2017-02-21	Run 5,953	220.00
2017-02-21	Run 5,879	154.20
2017-02-21	Run 5,993	150.00
2017-02-21	Run 5,931	150.00
2017-02-21	Run 6,013	109.80
2017-02-21	Run 5,916	97.80
2017-02-21	Run 6,010	93.28
2017-02-21	Run 5,894	91.53
2017-02-22	Run 12,857	857.00
2017-02-22	Run 6,039	819.00
2017-02-22	Run 6,084	807.00
2017-02-22	Run 6,026	745.00
2017-02-22	Run 6,061	733.00
2017-02-22	Run 6,049	733.00
2017-02-22	Run 6,027	649.00
2017-02-22	Run 6,067	645.00
2017-02-22	Run 6,016	621.00
2017-02-22	Run 6,100	250.00
2017-02-22	Run 6,235	250.00
2017-02-22	Run 6,099	225.00
2017-02-22	Run 6,140	97.07
2017-02-22	Run 6,122	96.63
2017-02-22	Run 6,047	8.92
2017-02-23	Run 6,170	965.00
2017-02-23	Run 6,146	915.00
2017-02-23	Run 6,163	891.00
2017-02-23	Run 6,200	891.00
2017-02-23	Run 6,168	857.00
2017-02-23	Run 6,184	833.00
2017-02-23	Run 6,164	821.00
2017-02-23	Run 6,194	817.00
2017-02-23	Run 6,186	781.00
2017-02-23	Run 6,205	735.00
2017-02-23	Run 6,092	733.00
2017-02-23	Run 6,151	250.00
2017-02-23	Run 6,244	225.00

2017-02-23	Run 6,357	220.00
2017-02-23	Run 6,116	150.00
2017-02-23	Run 6,169	125.23
2017-02-23	Run 6,196	118.20
2017-02-23	Run 6,243	102.98
2017-02-23	Run 6,175	87.30
2017-02-23	Run 6,172	40.97
2017-02-24	Run 6,315	881.00
2017-02-24	Run 6,293	819.00
2017-02-24	Run 6,278	797.00
2017-02-24	Run 6,303	783.00
2017-02-24	Run 6,323	771.00
2017-02-24	Run 6,296	537.00
2017-02-24	Run 6,276	265.00
2017-02-24	Run 6,291	265.00
2017-02-24	Run 6,354	250.00
2017-02-24	Run 6,254	250.00
2017-02-24	Run 6,272	225.00
2017-02-24	Run 6,299	220.00
2017-02-24	Run 6,316	150.00
2017-02-24	Run 6,425	150.00
2017-02-24	Run 6,308	117.00
2017-02-24	Run 6,283	80.82
2017-02-24	Run 6,339	58.28
2017-02-25	Run 6,446	891.00
2017-02-25	Run 6,443	879.00
2017-02-25	Run 6,341	855.00
2017-02-25	Run 6,459	845.00
2017-02-25	Run 6,381	805.00
2017-02-25	Run 6,448	795.00
2017-02-25	Run 6,470	783.00
2017-02-25	Run 6,408	771.00
2017-02-25	Run 6,436	771.00
2017-02-25	Run 6,374	747.00
2017-02-25	Run 6,430	633.00
2017-02-25	Run 6,407	599.00
2017-02-25	Run 6,416	322.18
2017-02-25	Run 6,428	250.00
2017-02-25	Run 6,467	150.00
2017-02-25	Run 6,473	150.00
2017-02-25	Run 6,464	110.60
2017-02-25	Run 6,393	92.11
2017-02-25	Run 6,469	85.92
2017-02-25	Run 6,364	78.19
2017-02-26	Run 6,515	855.00
2017-02-26	Run 6,555	831.00
2017-02-26	Run 6,603	797.00

2017-02-26	Run 6,460	783.00
2017-02-26	Run 6,534	749.00
2017-02-26	Run 6,511	747.00
2017-02-26	Run 6,526	697.00
2017-02-26	Run 6,493	633.00
2017-02-26	Run 6,527	597.00
2017-02-26	Run 6,483	585.00
2017-02-26	Run 6,541	549.00
2017-02-26	Run 6,543	411.05
2017-02-26	Run 6,517	250.00
2017-02-26	Run 6,550	185.80
2017-02-26	Run 6,575	182.95
2017-02-26	Run 6,564	182.82
2017-02-26	Run 6,485	170.00
2017-02-26	Run 6,880	170.00
2017-02-26	Run 6,559	146.60
2017-02-26	Run 6,548	118.20
2017-02-26	Run 6,497	92.99
2017-02-26	Run 6,556	89.05
2017-02-26	Run 6,565	86.94
2017-02-27	Run 6,613	893.00
2017-02-27	Run 6,657	855.00
2017-02-27	Run 6,659	843.00
2017-02-27	Run 6,653	833.00
2017-02-27	Run 6,617	745.00
2017-02-27	Run 6,577	397.98
2017-02-27	Run 6,591	386.31
2017-02-27	Run 6,639	265.00
2017-02-27	Run 6,632	265.00
2017-02-27	Run 6,629	220.00
2017-02-27	Run 6,599	150.00
2017-02-27	Run 6,592	150.00
2017-02-27	Run 6,626	150.00
2017-02-27	Run 6,654	150.00
2017-02-27	Run 6,656	150.00
2017-02-27	Run 6,588	150.00
2017-02-27	Run 6,618	100.00
2017-02-27	Run 6,663	98.83
2017-02-27	Run 6,665	88.55
2017-02-28	Run 6,719	881.00
2017-02-28	Run 6,790	869.00
2017-02-28	Run 6,775	831.00
2017-02-28	Run 6,815	769.00
2017-02-28	Run 6,708	747.00
2017-02-28	Run 6,681	693.00
2017-02-28	Run 6,778	447.29
2017-02-28	Run 6,759	359.29

2017-02-28	Run 6,786		220.00
2017-02-28	Run 6,753		198.40
2017-02-28	Run 6,784		150.00
2017-02-28	Run 6,718		100.00
2017-02-28	Run 6,717		99.40
2017-02-28	Run 6,746		67.00
2017-02-28	Run 6,661		20.00
<b># Transports = 7,620</b>		<b>Total Requested Write-Off =</b>	<b>3,534,483.21</b>



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

AI-12819

County Administrator's Report 10. 2.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/21/2017

Issue: Purchase Orders in Excess of \$50,000

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

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**RECOMMENDATION:**

Recommendation Concerning Fiscal Year 2017/2018 Purchase Orders in Excess of \$50,000 for the Public Safety Department - Michael D. Weaver, Public Safety Department Director

That the Board approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, based upon previously-awarded Contracts, Contractual Agreements, or annual requirements, as provided, for the Public Safety Department, for Fiscal Year 2017/2018.

**BACKGROUND:**

Issuance of these purchase orders during the first week of October 2017 is necessary to ensure continuity of mission critical services provided by the Board of County Commissioners to the citizens of Escambia County through the Public Safety Department. Allocations for these expenditures are included in the proposed budget for Fiscal Year 2017/2018 for consideration by the Board at its public hearings to be held in September. Issuance of the purchase orders is dependent upon adoption of the proposed FY 2017/2018 budget at the second public hearing scheduled for September 26, 2017.

**BUDGETARY IMPACT:**

Funding is budgeted in the various accounts and cost centers listed.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

The Department will issue purchase requisitions as soon as possible on or after October 1, 2017, in accordance with the adopted FY 2017/2018 budget.

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**Attachments**

PO Listing

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**Public Safety Department**

**Purchase Orders in Excess of \$50,000- Fiscal Year 2017-2018**

	Vendor	Amount	Contract Number
1.	AT & T (Bellsouth Telecommunications) Vendor Number : 010542 911 Communications Fund : 145 (E-911) Cost Center: 330404	\$ 425,862	Annual Support Service for Original Equipment
2.	Atmore Ambulance Vendor Number: 014605 Fund 408 (EMS) Cost Center: 330302	\$170,000	PD 13-14.090
3.	Bound Tree Medical Vendor Number: 02153 Medical Supplies/Equipment Fund: 408 (EMS) Cost Center:330302	\$82,000	PD 14-15.083
4.	Bound Tree Medical Vendor Number: 02153 Pharmaceutical Supplies Fund: 408 (EMS) Cost Center:330302	\$22,000	PD 14-15.084
5.	City of Pensacola Vendor Number: 406544 Support of 9-1-1 Telecommunications Fund: 145 (E911 Operations) Cost Center 330404	\$246,000	Agreement with Automatic Renewal, as amended. Approved by BCC 1/23/96
6.	Fisher Scientific Co LLC Vendor Number: 061420 Personal Protective Equipment Fund: 143 (Fire Protection) Cost Center: 330206	\$150,000	PD 14-15.100
7.	Henry Schein, Inc (Matrix Medical) Vendor Number: 131760 Medical Supplies/Equipment Fund: 408 (EMS) Cost Center 330302	\$50,000	PD 14-15.083
8.	Henry Schein, Inc (Matrix Medical) Vendor Number: 131760 Pharmaceutical Supplies Fund: 408 (EMS) Cost Center 330302	\$50,000	PD 14-15.084

9.	Henry Schein, Inc (Matrix Medical) Vendor Number: 131760 LifePak Supplies/Equipment Fund: 408 (EMS) Cost Center 330302	\$52,500	PD 14-15.085
10.	Verizon Wireless Vendor: 220218 Cell Service Fund: 001 (General) 408 (EMS) Cost Center: 330402,330403,330801,330302	\$60,000	PD 14-15.093
11.	Verizon Wireless Vendor: 220218 Cell Service Fund: 143 (Fire Protection) Cost Center: 330206	\$ 50,268	PD 14-15.093



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

**AI-12857**

**County Administrator's Report 10. 3.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/21/2017

**Issue:** Change Order Number 2 to Purchase Order 170564 to Ward International Trucks, LLC

**From:** Mike Weaver, Department Director

**Organization:** Public Safety

**CAO Approval:**

**RECOMMENDATION:**

Recommendation Concerning a Change Order to Ward International Trucks, LLC, for the Public Safety Department's Ambulance Fleet Repair and Maintenance - Michael D. Weaver, Public Safety Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order Number 2, adding funds for the repair and maintenance of the Public Safety Department's ambulance fleet through the balance of the Fiscal Year:

Department:	Public Safety
Division:	Emergency Medical Services
Type:	Addition
Amount:	\$50,000
Vendor:	Ward International Trucks, LLC
Project Name:	N/A
Contract:	N/A
Purchase Order #:	170564
Change Order #:	2
Original Award Amount:	\$49,000
Cumulative Amount of Change Orders through this CO:	\$301,000
New PO Total:	\$350,000

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

**BACKGROUND:**

In its meeting held November 3, 2016, the Board authorized issuance of a blanket purchase order to Ward International, LLC, in the amount of \$300,000, for repair and maintenance of Public Safety's ambulance fleet for Fiscal Year 2016-17. Upon a review of the Purchase Order, it has been determined that an additional \$50,000 is projected to be required to maintain the ambulance fleet through the end of the fiscal year. The Change Order request is due to an unforeseen increase in major engine component failures, which has contributed to additional repairs.

Currently, 78% of EMS's International fleet is out of warranty and a continued increase in costs is anticipated to maintain the fleet in a readiness state.

Due to Ward International, LLC, being the only International Engine and Allison Transmission dealership in the Pensacola area, no other quotes or bids were obtained when the original purchase order was requested. Ward International, LLC, is the one of the preferred vendors in the Pensacola area to service the fleet of Horton Ambulances that would not void any warranty associated with the ambulances.

**BUDGETARY IMPACT:**

Funds are available in Fund 408, Emergency Medical Services, Cost Center 330302, EMS Operations.

**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**

PO 170564

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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 E [ PLEASE EMAIL INVOICES TO:  
 escambia.invoices@escambiaclerk.com  
 CLERK OF THE COURT & COMPTROLLER  
 HON. PAM CHILDERS  
 221 PALAFOX PLACE, SUITE 140  
 PENSACOLA, FL 32502-5843 ]

V  
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 D  
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 R [ 230580 FAX: 251-433-5617 ]  
 WARD INTERNATIONAL TRUCKS LLC  
 2101 PERIMETER RD  
 MOBILE AL 36615 ]

S  
 H  
 I  
 P [ PUBLIC SAFETY FACILITY ]  
 6575 NORTH "W" STREET  
 PENSACOLA, FL 32505-1714 ]  
 T  
 O [ ATTN: TAMIKA WILLIAMS, 471-6425 ]

ORDER DATE: 10/19/16 BUYER: LESTER BOYD REQ. NO.: 17000659 REQ. DATE: 10/26/16

TERMS: NET 30 DAYS F.O.B.: PRE-PAY AND ADD DESC.: REPAIR/MAINT PS VEHICLES

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
-------	----------	-----	-------------	------------	-----------

			BLANKET PO IS FOR VEHICLE MAINT. IN DIRECT SUPPORT OF PUBLIC SAFETY, EMS IN ITS DAILY OPERATIONS. CHARGES SHALL BE ACCORDING TO THE APPLICABLE CONTRACT PRICE OR THE LOWEST PRICES NORMALLY EXTENDED TO MOST FAVORED CUSTOMERS. THE VENDOR SHALL REFERENCE THE PO# & ANY OTHER #ASSIGNED BY THE DEPARTMENT ON ANY RELATED INVOICE. SS-16-17.002		
01	1.00	LOT	PARTS AND LABOR FOR REPAIRS & REPAIR PARTS TO AMBULANCE FLEET VEHICLES, FOR PERIOD OF 10/01/16 THRU 09/30/17. SS 16-17.002	49000.0000	49,000.00
02	1.00		LOCAL INTERNATIONAL (MANUFACTURER) CERTIFIED SERVICE PROVIDER.	.0000	.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	49,000.00
01	330302 54601	49,000.00		<b>TOTAL \$</b>	<b>49,000.00</b>
02	330302 54601	.00			

APPROVED BY





Board of County Commissioners • Escambia County, Florida

Claudia Simmons, Manager  
Office of Purchasing

## SS 16-17.002

### Intent to Purchase from Single Source

The Escambia County Public Safety- EMS is notifying of the intent to purchase the goods or services listed below through Purchase Order or contract from a single source, the only known provider- Ward International Trucks, Inc. 5885 North "W" Street, Pensacola, FL 32505. The estimated expenditure is \$300,000.

<p><b>Base Description:</b></p> <p><b>Year: Fiscal Year 16-17</b></p>
---

Information regarding known sources for the goods or services meeting the specifications for SS 16-17.002, should be forwarded to the Office of Purchasing, 213 Palafox Place, Pensacola, Florida 32502 on or before the date posted for notification.

Contact Information: Claudia Simmons, Manager [casimmons@co.escambia.fl.us](mailto:casimmons@co.escambia.fl.us)

Reference: SS 16-17.002

Posted	Monday, October 10, 2016
Last Day for Notification	Monday, October 17, 2016
Department Contact	Tamika Williams

**DESCRIPTION OF INTENDED  
SINGLE SOURCE PURCHASE**

Department: Public Safety

Department Contact:

Name: Tamika Williams

Address: 6575 North W. St

Telephone: 850-471-6425

Email: twilliams@myescambia.com

Internal tracking number, SS 16-17.002

**Date Posted:** 10-10-16

**Last Day for receipt of information:** 10-17-16

This description of goods or services intended for purchase from a single source is posted in accordance Purchasing Policy PP060 Section VIII (B) (3) and in compliance with section 287.055(5)(c), Florida Statutes and will remain posted for a period of at least 7 business days.

Commodity or Service Required (commodity class and group, manufacturer, model, and description, as appropriate): i.e., 81112200; Software Maintenance and Support- Repair & Maintenance

Quantity or Term (as appropriate): i.e., July 1, 2015 – June 30, 2016- 10/1/16- 9/30/16

Requestor (division, bureau, office, individual as appropriate): Tamika Williams, Public Safety Department, Business Operations Manager

Performance and/or Design Requirements (intended use, function or application, compatibility, etc. requirements; reference to policy, rule statute or other act of Legislature, etc., as appropriate): The only vendor authorized to work on Horton Ambulance to keep the original manufacturer warranty in tact.

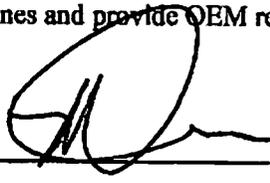
Intended source (vendor, contractor) Ward International Trucks

Estimated Dollar Amount: \$300,000

Justification for single source acquisition (what necessary and unique about the product, service or source; steps taken to confirm unavailability of competition as appropriate): Only Warranty Dealer in Escambia County that can work on International Trucks and Cummins Engines and provide OEM replacement parts

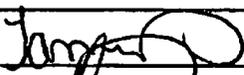
Approved By:

Dept. Director: (Name/Title) Mike Weaver, Department Director

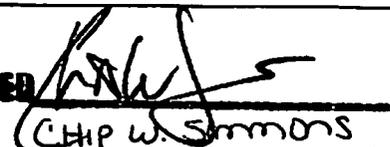


10/10/2016

## SINGLE SOURCE PURCHASE DATA SHEET

Date Submitted: 09/12/2016	Requestor: Steven Barnes Ext. # 6421
Requisition No.:	Dept./Div. Name: Public Safety EMS
Item Description: Repair and Maintenance for EMS	
Your Suggested Vendor's Name: Ward International Trucks Inc.	
Vendor's Address: 5885 N "W" Street , Pensacola , FL. 32505	
Vendor's Phone #: 850-474-9301	Contact Name: Justin McLammy
Single Source Justification, state why this is the only brand or source which will fulfill your needs:	
It is the only International Certified Local repair facility in Escambia County to do the Maintenance and repair to the units we operate for Escambia County EMS	
Factory Trained and Certified Technicians by International Navistar	
Comment and/or verify if there are other sources of supply that meet this need:	
Vendors 1&2 Do not have certified International Technicians	
Vendor #1 contacted: Gulf Coast Fleet Maint.	Telephone: 850-433-4064
Vendor #2 contacted: Empire Trucks Sales	Telephone: 850-478-0031
Vendor #3 contacted:	Telephone:
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Requesting Division Head Signature: 	Date: 9/15/15
Requesting Department Head Signature: 	Date: 9/16/16
<b>Review by Purchasing Staff</b>	
Purchasing Division: Buyer Review:	Date:
Supervisor Review:	Date:
<b>Purchasing Manager - Single Source Determination</b>	
Comments:	
<input type="checkbox"/> Approval <input type="checkbox"/> Disapproval	
Purchasing Manager Signature:	Date:
Purchase Order No.:	Amount of Purchase: \$

F0170 (Rev. 8/05)

**APPROVED**   
 CHIP W. SIMMONS  
 ASSISTANT COUNTY ADMINISTRATOR

**Escambia County EMS (account number 25547)**

**Ward International Trucks provides the following for Escambia County EMS, account number 25547;**

- **Maintenance and repairs**
- **Factory trained and certified technicians by International, Cummins Engines, Bendix Brake Systems, Meritor Brake Systems, Allison Transmissions & Eaton Fuller Transmissions.**
- **International factory trained HVAC technicians**
- **Warranty dealer for International Trucks, Cummins Engines, Meritor & Bendix Brake Systems, Spicer Axles, Eaton Fuller Transmissions and Allison Transmissions**
- **Any OEM components that we replace is covered by a minimum of a 1 year warranty on parts and labor**
- **Escambia County EMS requires OEM part replacement only**
- **All specialty tools to make repairs on International Trucks, Cummins Engines, Allison Transmissions, Eaton Transmissions, Bendix Brake Systems and Meritor Brake Systems**
- **Direct contact with International Technical Services for diagnostic and repair support**
- **We have the ability to order body components directly from Horton**
- **We performed all wheel alignments and front end speed balancing as well as steering and suspension repairs.**
- **Proprietary diagnostic software for International Engines, Cummins Engines, Eaton Transmission, Allison Transmission & Meritor Brake Systems.**
- **24/7 service for Escambia County EMS**
- **Certified in house DPF & DOC testing and cleaning equipment**
- **Reduced labor and parts pricing on maintenance and repairs**

- Labor pricing for Escambia County EMS, account number 25547, is reduced from \$119 an hour to \$70 an hour for repairs. The labor rate is
- reduced from \$119 an hour to \$63 an hour for preventive maintenance services
- Parts pricing structure is reduced to National Fleet Pricing which is for fleets with 500 or more vehicles.

**PURCHASE ORDER NO. 170564-1**

**CHANGE DATE: 12/07/16**

**BOARD OF COUNTY COMMISSIONERS**

ESCAMBIA COUNTY FLORIDA  
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101  
 PO BOX 1591  
 PENSACOLA, FL 32591-1591  
 (850) 595-4980

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[ PLEASE EMAIL INVOICES TO:  
 escambia.invoices@escambiaclerk.com  
 CLERK OF THE COURT & COMPTROLLER  
 HON. PAM CHILDERS  
 221 PALAFOX PLACE, SUITE 140  
 PENSACOLA, FL 32502-5843 ]

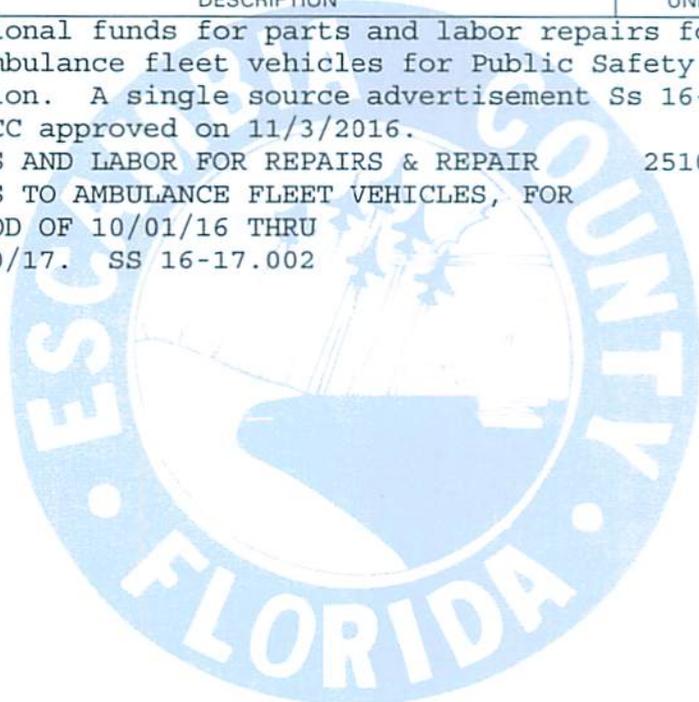
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[ 230580 FAX: 251-433-5617 ]  
 WARD INTERNATIONAL TRUCKS LLC  
 2101 PERIMETER RD  
 MOBILE AL 36615 ]

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[ PUBLIC SAFETY FACILITY ]  
 6575 NORTH "W" STREET  
 PENSACOLA, FL 32505-1714 ]  
 ATTN: TAMIKA WILLIAMS, 471-6425 ]

ORDER DATE: 10/19/16	BUYER: PURCHASING MANAGER	REQ. NO.: 17000659	REQ. DATE: 10/19/16
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TERMS: NET 30 DAYS	F.O.B.: PRE-PAY AND ADD	DESC.: CHANGE ORDER - 1
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ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	.00	LOT	Additional funds for parts and labor repairs for our EMS ambulance fleet vehicles for Public Safety EMS Division. A single source advertisement Ss 16-17.02 was BCC approved on 11/3/2016. PARTS AND LABOR FOR REPAIRS & REPAIR PARTS TO AMBULANCE FLEET VEHICLES, FOR PERIOD OF 10/01/16 THRU 09/30/17. SS 16-17.002	251000.0000	251,000.00



ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	251,000.00
01	330302 54601	251,000.00		<b>TOTAL \$</b>	<b>251,000.00</b>

**APPROVED BY** 



**CHANGE ORDER REQUEST  
PURCHASE ORDER / RELEASE ORDER/CONTRACT**

Vendor Code: 230580

Vendor Name: Ward International Trucks LLC

Change Order Request No. 1

P.O. No. 170564 Contract No. SS 16-17.002

Date: 12/07/16

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

Department: Public Safety

This Change Order # 1 Per \_\_\_\_\_ ( ) Page Attachment(s) is in accordance to and within the Scope of the Award and Provides For:

Additional Funds for parts and labor repairs for our EMS ambulance fleet vehicles for Public Safety EMS Division. A single source advertisement SS 16-17.02 was BCC approved on 11/3/16.

Previous Purchase Order Total Dollars:	<u>\$49,000.00</u>
Net Dollars For This Change <b>Addition</b> :	<u>\$251,000.00</u>
New Purchase Order Total Dollars:	<u>\$300,000.00</u>
Previous Contract Total dollars:	_____
Net Dollars for This Change <b>Addition</b> :	_____
New Contract Total Dollars:	<u>\$0.00</u>

COST CENTER:	OBJECT CODE:	+ / - CHANGES	TOTAL(S)
330302	54601	\$251,000.00	\$300,000.00

Check if applicable / Date of BCC action 09/22/16 (ATTACH RESUME)

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.

Contract Administrator's Certification & Approval \_\_\_\_\_ Date: \_\_\_\_\_

Office of Purchasing Review: Agent \_\_\_\_\_ Date \_\_\_\_\_ Purchasing Manager \_\_\_\_\_ Date: \_\_\_\_\_

County Administrator's Approval \_\_\_\_\_ Date: 12-9-16

**BOARD OF COUNTY COMMISSIONERS**

ESCAMBIA COUNTY FLORIDA  
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101  
 PO BOX 1591  
 PENSACOLA, FL 32591-1591  
 (850) 595-4980

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 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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 WARD INTERNATIONAL TRUCKS LLC  
 2101 PERIMETER RD  
 MOBILE AL 36615 ]

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O** [ PUBLIC SAFETY FACILITY  
 6575 NORTH "W" STREET  
 PENSACOLA, FL 32505-1714 ]  
 ATTN: TAMIKA WILLIAMS, 471-6425 ]

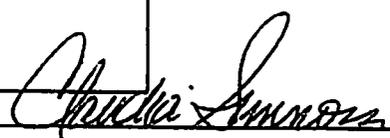
ORDER DATE: 10/19/16	BUYER: LESTER BOYD	REQ. NO.: 17000659	REQ. DATE: 10/26/16
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TERMS: NET 30 DAYS	F.O.B.: PRE-PAY AND ADD	DESC.: REPAIR/MAINT PS VEHICLES
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ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
BLANKET PO IS FOR VEHICLE MAINT. IN DIRECT SUPPORT OF PUBLIC SAFETY, EMS IN ITS DAILY OPERATIONS. CHARGES SHALL BE ACCORDING TO THE APPLICABLE CONTRACT PRICE OR THE LOWEST PRICES NORMALLY EXTENDED TO MOST FAVORED CUSTOMERS. THE VENDOR SHALL REFERENCE THE PO# & ANY OTHER #ASSIGNED BY THE DEPARTMENT ON ANY RELATED INVOICE. SS-16-17.002					
01	1.00	LOT	PARTS AND LABOR FOR REPAIRS & REPAIR PARTS TO AMBULANCE FLEET VEHICLES, FOR PERIOD OF 10/01/16 THRU 09/30/17. SS 16-17.002	49000.0000	49,000.00
02	1.00		LOCAL INTERNATIONAL (MANUFACTURER) CERTIFIED SERVICE PROVIDER.	.0000	.00

*Bcc 11/3/16*

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	49,000.00
01	330302 54601	49,000.00		<b>TOTAL \$</b>	<b>49,000.00</b>
02	330302 54601	.00			

APPROVED BY 

**PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued**

**COUNTY ADMINISTRATOR'S REPORT – Continued**

**I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued**

**1-10. Approval of Various Consent Agenda Items – Continued**

10. Reappointing Terrence William Brotherton to the Human Services Appropriations Committee, to serve a three-year term, effective November 7, 2016, through November 6, 2019.

Mr. Brotherton was the only citizen who responded after a General Alert was posted on the County's website from September 30, 2016, to October 12, 2016, informing the public that the Escambia County Board of County Commissioners was seeking residents interested in volunteering for appointment to the Human Services Appropriations Committee.

**II. BUDGET/FINANCE CONSENT AGENDA**

**1-24. Approval of Various Consent Agenda Items**

Motion made by Commissioner Underhill, seconded by Commissioner May, and carried unanimously, approving Consent Agenda Items 1 through 24, as follows, with the exception of Items 3, 6, 7, 8, 9, 18, 20, and 23, which were held for separate votes: ▶

1. Approving the issuance of blanket and/or individual Purchase Orders, in excess of \$50,000, based upon previously awarded Contracts, per the following, for the Public Safety Department, for Fiscal Year 2016/2017 (Funding: Fund 143, Fire Services, Cost Center 330206, Fire Services; Fund 408, Emergency Medical Services, Cost Center 330302):

	Vendor	Amount	Contract Number
1	Ten-8 Fire Equipment	\$150,000	PD 13-14.017
2	Ward International Trucks	\$300,000	SS 16-17.002
3	Howell Tires	\$60,000	PD 14-15.087



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

AI-12871

County Administrator's Report 10. 4.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/21/2017

Issue: Employee Assistance Program (EAP) (PD 16-17.049)

From: Eric Kleinert, Department Director

Organization: Human Resources

CAO Approval:

---

**RECOMMENDATION:**

Recommendation Concerning the Employee Assistance Program - Eric Kleinert - Human Resources Department Director

That the Board take the following action concerning the Employee Assistance Program (PD 16-17.049):

A. Approve, subject to Legal review and sign-off, the award of a Contract to Behavioral Health Services, Inc., for the County's Employee Assistance Program (PD 15-16.049), effective October 1, 2017, for a period of 39 months based on current enrollment, for all eligible employees and their dependents. The Agreement allows for all eligible members to receive three free visits per calendar year, training for supervisors, and a supervisor referral process; and

B. Authorize the County Administrator to sign, subject to Legal review and sign-off, an Agreement for Employee Assistance Program Services between Behavioral Health Services, Inc., and Escambia County (the Agreement is being reviewed and will be signed after the approval by the Board).

**THE AGREEMENT WILL BE DISTRIBUTED UNDER SEPARATE COVER.**

[Funding Source: Fund 501, Internal Service Fund, Cost Center 150106, Object Code 53401]

**BACKGROUND:**

The Office of Purchasing solicited a Request for Proposal. On July 12, 2017, two proposals were received from the following:

1. Behavioral Health Service, Inc.
2. New Directions (Florida Blue)

The County has received a 39 month guaranteed rate for its Employee Assistance Program from Behavioral Health Services, Inc. at the following rates: \$1.15 per contract with additional cost if there are supervisorial referrals. Presently, our costs are \$1.26 per contract with additional cost if there are supervisorial referrals. The additional cost is based on the level of service an employee receives.

Based on the present number of participants, the County would pay \$25,583 for the per member fee for basic coverage. Supervisorial referrals are unknown and this will be an additional cost. Our present trend for supervisorial referrals are \$5,300 for the fiscal year. Presently, our budget for 2017-2018 is \$40,000.

**BUDGETARY IMPACT:**

Funds will be available upon approval in next year's fiscal year budget. The projected cost savings for this Contract is \$40,000 for the County.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The County Attorney's Office has drafted the Agreement and it is in final review.

**PERSONNEL:**

The Human Resources Department will service all employee groups. We will advise all appointing authorities (payrolls) of any administrative changes in the program.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

A Purchase Order will be the instrument utilized for making payment against the Contract. The Human Resources Department will coordinate with the County Attorney's Office and the other appointing authorities to ensure changes are made.

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**Attachments**

*No file(s) attached.*

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

**AI-12881**

**County Administrator's Report 10. 5.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/21/2017

**Issue:** CRA Safe Neighborhood Areas Street Lighting Project Contracts

**From:** Tonya Gant, Director

**Organization:** Neighborhood & Human Svcs

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning CRA Safe Neighborhood Areas Street Lighting Project Contracts - Tonya Gant, Neighborhood & Human Services Department Director

That the Board ratify the following September 21, 2017, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia Community Redevelopment Agency (CRA), concerning the Community Redevelopment Agency (CRA) Safe Neighborhood Areas Street Lighting Project Contracts:

A. Approving the Gulf Power Company Contract for Street and General Area Lighting Service Rate Schedule within the Carriage Hills & Creekside Oaks Safe Neighborhood Area for \$41,513.56;

B. Approving the Gulf Power Company Contract for Street and General Area Lighting Service Rate Schedule within the Wedgewood & Rolling Hills Safe Neighborhood Area for \$175,764;

C. Approving the Gulf Power Company Contract for Street and General Area Lighting Service Rate Schedule within the Avondale Safe Neighborhood Area for \$13,211.68;

D. Approving the Gulf Power Company Contract for Street and General Area Lighting Service Rate Schedule within the Lincoln Park & Detroit Boulevard Safe Neighborhood Area for \$19,842.76;

E. Approving the Gulf Power Company Contract for Street and General Area Lighting Service Rate Schedule within the Cantonment Phase 2 Safe Neighborhood Area for \$98,062.56; and

F. Authorizing the Chairman or Vice Chairman to sign the Contracts.

[Funding: Fund 101, Safe Neighborhood Program, Cost Center 370104]

**BACKGROUND:**

At their April 25, 2017 Board's Committee of the Whole Meeting, the Board directed CRA staff to move forward with the projects listed on Plan A regarding streetlights. On May 4, 2017, the Board also directed CRA staff to include Plan B for streetlights and other projects excluding sidewalks. These funds are to provide neighborhood improvement projects in County designated CRA Safe Neighborhood (SN) areas, such as new or upgraded street lighting and other related improvements excluding sidewalks. Funding for these activities were approved by the Board to include Plan A and Plan B spending from the SN Reserve account.

The Carriage Hills & Creekside Oaks SN Area Contract will provide for the installation of 34 LED lighting fixtures. The Wedgewood & Rolling Hills SN Area Contract will provide for the installation of 268 LED fixtures. The Avondale Safe Neighborhood Area Contract will provide for the installation of 18 LED lighting fixtures. The Lincoln Park & Detroit Blvd SN Area Contract will provide for the installation of 33 LED lighting fixtures. The Cantonment Ph2 SN Area Contract will provide for the installation of 164 LED lighting fixtures. All five contracts include one year's worth of energy and maintenance.

**BUDGETARY IMPACT:**

Funds are currently available in CRA SN Fund 101/Cost Center 370104.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Contract has been reviewed and approved by Kristin Hual, Assistant County Attorney. Legal advises the Board to note that early termination of these five (5) year contracts will require payment of all unpaid charges for the remainder of the contract term.

**PERSONNEL:**

Neighborhood & Human Services/Community Redevelopment Agency (NHS/CRA) staff will handle the processing of these Contracts.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board approval is required for disbursement of funds to all private individuals or outside agencies.

**IMPLEMENTATION/COORDINATION:**

After Board approval, Neighborhood & Human Services/CRA staff will coordinate with Gulf Power and provide updates to the applicable neighborhood organizations.

---

**Attachments**

Contracts CarrigeHills/CreeksideOaks SN Sept2017

Contracts Wedgewood/Rollinghills SN Sept2017

Contracts Avondale SN Sept2017

Contracts LincolnPk-DetroitBlvd Streetlights Sept2017

Contracts CantonmentPhase2 Sept2017

BCC RESUME SN Plans

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GULF POWER COMPANY  
CONTRACT FOR STREET AND  
GENERAL AREA LIGHTING SERVICE  
RATE SCHEDULE OS (PART I/II)

Form 5

Contract No. 17-3460

Customer Name ESCAMBIA COUNTY BOARD OF COMMISSIONERS Date 8/17/17

DBA N/A Telephone No. 850-595-1829 Tax I. D. (if applicable) N/A

Street Address (Subdivision, etc.) of Light(s) CREEKSIDE OAKS CRA

Billing Address 221 PALAFOX PLACE SUITE 305 PENSACOLA, FL 32502

Driving Directions SOUTH ON MOBILE HWY, L ON MICHIGAN AVE, RIGHT ON VALLEY ESCONDIDO DRIVE

Location of Light(s) THROUGHOUT THE SUBDIVISION

Meter No. N/A Account No. NEW JETS WO No. 73A3J7

The Applicant requests Gulf Power Company to furnish the facilities described on Sheet No. 7.16.1 and the necessary electric energy for the operation thereof and hereby agrees to take and pay for the same in accordance with and subject to the Company's Rate Schedule "OS (PART I/II)" and Rules and Regulations for Electric Service on file in its office and on file with the Florida Public Service Commission or any changes therein as approved by the Florida Public Service Commission. In consideration of the supplying and maintenance of said electric current and facilities the Applicant hereby grants to Gulf Power Company, the right to construct, operate, and maintain upon, over, under, and across the premises located at the above service address its poles, lines, facilities, and appliances necessary in connection therewith for the transmission of electric power together with the rights of ingress and egress to and from said lines and the right to cut and keep clear all trees and other obstructions that may injure or endanger said lines. All fixtures, equipment and material used in the construction, operation, and maintenance of said facilities shall remain at all times the property of Gulf Power Company. The contract term as provided by Rate Schedule "OS (PART I/II)" shall be for an initial period of not less than three (3) years. Additional facilities required for the installation may constitute a longer term. At the time Gulf Power Company begins to install any facilities applied for herein, this application becomes a contract for a term of 5 years and thereafter from year to year until terminated by notice to either party by the other. Any damage done by vandalism shall be handled in accordance with the provisions of Rate Schedule "OS (Part I/II)". The location of said facilities shall be as specified by the Applicant and the Company shall be held harmless in connection therewith or the use thereof. Should the Applicant discontinue this service before the expiration of the full term of contract all unpaid charges for the full term shall immediately become due and payable. In the event the supply of electric current should be interrupted or fail by reason of accident, or condition beyond the control of Gulf Power Company, the service shall be restored within a reasonable time and such interruption shall not constitute a breach of the contract, nor shall Gulf Power Company be liable for damages by reason of such interruption or failure. For street lights, lamps are located on MAP which is hereto appended and made a part hereof.

GULF POWER COMPANY

CUSTOMER

Application Taken By JEFF CAGLE

Customer BOARD OF COUNTY COMM. ESCAMBIA COUNTY, FLORIDA

Approved by FOSTER L WARE, III  
Authorized Company Representative

Title D.B. UNDERHILL, CHAIRMAN

Signature [Signature]

Signature \_\_\_\_\_

Date 8/21/17

Date \_\_\_\_\_

ISSUED BY: S. W. Connally, Jr.

EFFECTIVE: January 1, 2014

Approved as to form and legal sufficiency.

By/Title: [Signature]  
Date: 8/22/17

Form 5 (Continued)

Contract No. 17-3460

**FACILITIES FURNISHED:**

Type Light	Lamp Wattage	No. of lights	Price per light	Total Amount/Mo.
_____	_____	_____	_____	\$0.00
_____	_____	_____	_____	\$0.00
_____	_____	_____	_____	\$0.00
_____	_____	_____	_____	\$0.00
_____	_____	_____	_____	\$0.00
_____	_____	_____	_____	\$0.00

Type Miscellaneous Facility	No.	Price per Item	Total Amount/Mo.
_____	_____	_____	\$0.00
_____	_____	_____	\$0.00
_____	_____	_____	\$0.00
_____	_____	_____	\$0.00
_____	_____	_____	\$0.00
_____	_____	_____	\$0.00

Total Base Monthly Charge\*\*\*\* \$0.00

\*\*\*\* Base monthly charge does not include Fuel Charge, Purchased Power Capacity Charge, Environmental Charge, Energy Conservation Charge, Natural Disaster Recovery surcharge, applicable taxes or fees.

GULF POWER COMPANY  
 OPTIONAL UP FRONT PAYMENT OF FIXTURE(S)

ADDENDUM TO CONTRACT FOR STREET AND  
 GENERAL AREA LIGHTING SERVICE  
 RATE SCHEDULE OS (PART I/II)

Form 20

Contract No. 17-3460

TOTAL INSTALLED COST OF FIXTURE(S) \$14,664.84

MONTHLY CHARGE - FIXTURE(S) PAID UP FRONT  
 Rate Schedule OS (Part I/II) – Street and Outdoor Lights

Type Light	Lamp Wattage	# of Lights (a)	Price Per Light* (b)	Total Flat Amount/Mo. (c) = (a) x (b)
ROADWAY 2 LED	95	34	\$4.84	\$164.56
				\$0.00
				\$0.00
				\$0.00
				\$0.00
<b>Total Base Monthly Charge ****</b>				<u>\$164.56</u>

\*\*\*\* Base monthly charge does not include Fuel Charge, Purchased Power Capacity Charge, Environmental Charge, Energy Conservation Charge, Natural Disaster Recovery Surcharge, applicable taxes, or fees.

NOTE: The Company will retain ownership of the fixture(s) and will provide for any routine maintenance. On a monthly basis, the Customer will pay only the Maintenance and Energy Charges for the fixture(s) in lieu of the total of the Fixture, Maintenance, and Energy Charges. The useful life of the fixture(s) is 15 years from the installation date. If the fixture(s) fails prior to this date, the fixture(s) will be changed out at no cost to the Customer; and the billing of the fixture(s) will remain as is. However, if the fixture(s) fails on or after this date, then the Customer will have the option of one of three billing methods for the fixture(s) that is replaced: (1) paying up front for the total installed cost of the replacement of the fixture(s) and continuing to pay on a monthly basis, the Maintenance and Energy Charges for the fixtures(s), (2) paying the monthly Total Charge of the fixture(s) as provided in the tariff, or (3) discontinuing the unmetered electric service.

GULF POWER COMPANY

Application Taken By JEFF CAGLE *Jeff Cagle 8/17/17*

Approved By FOSTER L. WARE, III *Foster Ware 8/21/17*  
 Authorized Company Representative

CUSTOMER

Customer BOARD OF COUNTY COMM. ESCAMBIA COUNTY, FLORIDA

Title D.B. UNDERHILL, CHAIRMAN

Date \_\_\_\_\_

\*Includes only the Maintenance and the Energy Charge portions of the Total Charge except for the MTRD Shoebox, MTRD Small Parking Lot, MTRD Large Parking Lot, MTRD Bracket Mount CIS, and MTRD Tenon Top CIS fixtures. For the metered fixtures, the Energy Charge is not applicable. Any other applicable charges, as provided in the rate schedule, will be added to this total flat amount for the fixture(s).

ISSUED BY: Mark Crosswhite

EFFECTIVE: April 11, 2012

Approved as to form and legal sufficiency.

By/Title: *Kellum ACA*  
 Date: *8/22/17*

GULF POWER COMPANY  
 OPTIONAL UP FRONT PAYMENT OF ADDITIONAL FACILITIES

ADDENDUM TO  
 CONTRACT FOR STREET AND GENERAL AREA LIGHTING SERVICE,  
 OPTIONAL RELAMPING SERVICE AGREEMENT CUSTOMER-OWNED  
 STREET AND GENERAL AREA LIGHTING, AND CUSTOMER-OWNED LIGHTING  
 AGREEMENT (WITHOUT RELAMPING SERVICE PROVISIONS)  
 Rate Schedule OS (Part I/II)

Form 21

Contract No. 17-3460

TOTAL INSTALLED COST OF ADDITIONAL FACILITIES \$ \$24,267.16

DESCRIPTION OF ADDITIONAL FACILITIES - PAID UP FRONT

Type Pole	# of Poles	Type Wire	Quantity of Wire	Miscellaneous Materials	Quantity of Material
30' CC	7	#6UGDPX	884'	FUSE	7
		1/0UGTPX	20'	GRND ROD	7
				BORE	568'
				2" DUCT	568'

NOTE: The Company will retain ownership of these additional facilities. There will be no payment on a monthly basis. The useful life of the pole(s) is 30 years from the installation date; and the useful life of the wire, eyebolts, and other miscellaneous additional facilities is 15 years from the installation date. If the pole(s), wire, eyebolts and/or other miscellaneous additional facilities must be changed out prior to this date, the facilities will be changed out at no cost to the Customer; and the billing of these facilities will remain as is. However, if any of these facilities have to be changed out on or after this date, then the Customer will have the option of one of three billing methods for the additional facilities that are replaced: (1) paying up front for the total installed cost of the replacement of the additional facilities, (2) paying a monthly charge as provided in the tariff, or (3) discontinuing the unmetered electric service.

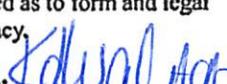
GULF POWER COMPANY

Application Taken By JEFF CAGLE   
 Approved By FOSTER L. WARE, III   
 Authorized Company Representative

CUSTOMER

Customer BOARD OF COUNTY COMM. ESCAMBIA COUNTY, FLORIDA  
 Title D.B. UNDERHILL, CHAIRMAN  
 Date \_\_\_\_\_

ISSUED BY: Susan Story EFFECTIVE: January 31, 2006

Approved as to form and legal sufficiency.  
 By/Title:   
 Date: 8/22/07



Invoice No: DSO# 73A3J7  
Date: August 18, 2017

One Energy Place  
Pensacola, FL 32520-0231  
850/444-6713, FAX 850/444-6237  
Attn: Jeff Cagle

**TO:** Escambia County Community Redevelopment  
221 Palafox Place, Suite 305  
Pensacola, FL 32502

Quantity	Description	Unit Price	Amount
1	Paid up front for installed cost of 34 Roadway 2 LED fixtures, 884' of #6DPX, 7 Concrete Poles 30' & Underground facilities within Creekside Oaks	\$38,932.00	\$38,932.00
1	First Year's Energy and Maintenance* (see attached sample monthly bill for breakdown)	\$2,581.56	\$2,581.56
	Total Due		\$41,513.56

\*Cost subject to change pending current and any future regulatory rate reviews

NOTE: When choosing the Paid Upfront Option (PUF) the Company will retain ownership of the equipment and will provide for any routine maintenance. On a monthly basis, the Customer will pay only the Maintenance and Energy Charges for the fixture(s) in lieu of the total of the Equipment, Maintenance, and Energy Charges. The useful life of the fixture(s) and wire is 15 years, and the pole(s) is 30 years from the installation date. If the equipment fails prior to this date, the equipment will be changed out at no cost to the Customer; and the billing of the equipment will remain as is. However, if the equipment fails on or after this date, then the Customer will have the option of one of three billing methods for the equipment that is replaced: (1) paying up front for the total installed cost of the replacement of the equipment and continuing to pay on a monthly basis, the Maintenance and Energy Charges for the equipment, (2) paying the monthly total Charge of the equipment as provided in the tariff, or (3) discontinuing the unmetered electric service.

Make all checks payable to:  
**GULF POWER COMPANY**  
**Attn: Jeff Cagle**  
**One Energy Place**  
**Pensacola, FL 32520 -0231**

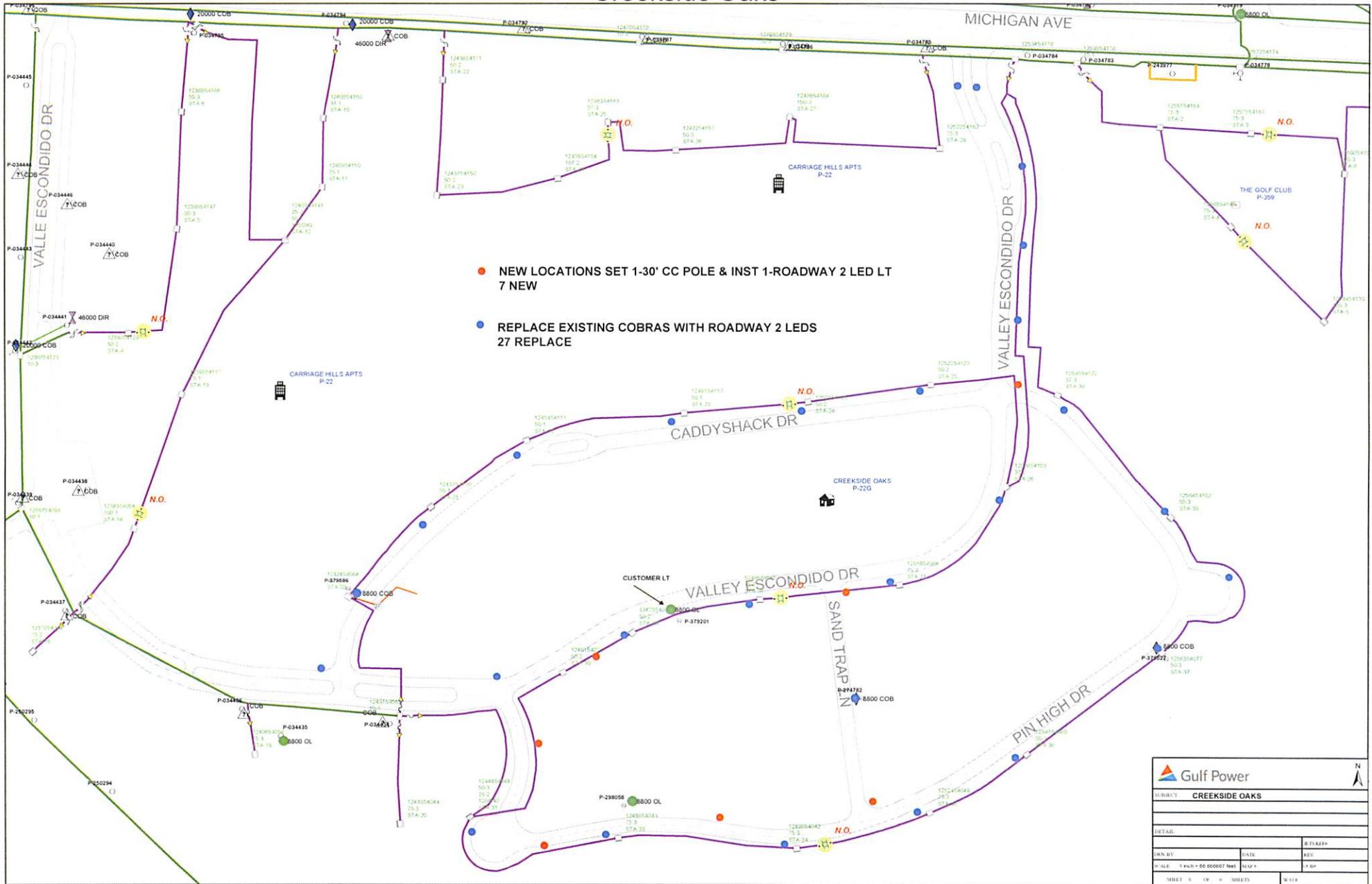
**If you have any questions concerning this invoice please call:**  
**Jeff Cagle @ 850-444-6713**

THANK YOU FOR YOUR BUSINESS!



Current Lighting Service - OS-I/II - Street and General Area Lighting	
Billing Period	
<b>Sample Monthly Bill for Creekside Oaks</b>	
Lighting Charge	\$ 134.98
Energy Charge	29.58
ECCR+ECR+PPCC	9.69
Facilities Charge	0
Fuel Charge	1,122 kWh x 0.03125 35.06
<b>Subtotal of Lighting Service</b>	
	<b>\$ 209.31</b>
Florida Gross Receipts Tax	1.91
Franchise Fee for Escambia Cnty	3.91
<b>Total Current Lighting Service</b>	
	<b>\$ 215.13*</b>
<b>Lighting Components Included In This Bill</b>	
34-Roadway 2 PUF 7- 30' Concrete PUF Facilities PUF	
*Cost subject to change pending current and any future regulatory rate reviews	
This sample bill is the monthly cost; we then multiplied it by 12 to get First Year's Energy and Maintenance. The base rate as stated on the contract is obtained by adding the Lighting Charge and Energy Charge above.	

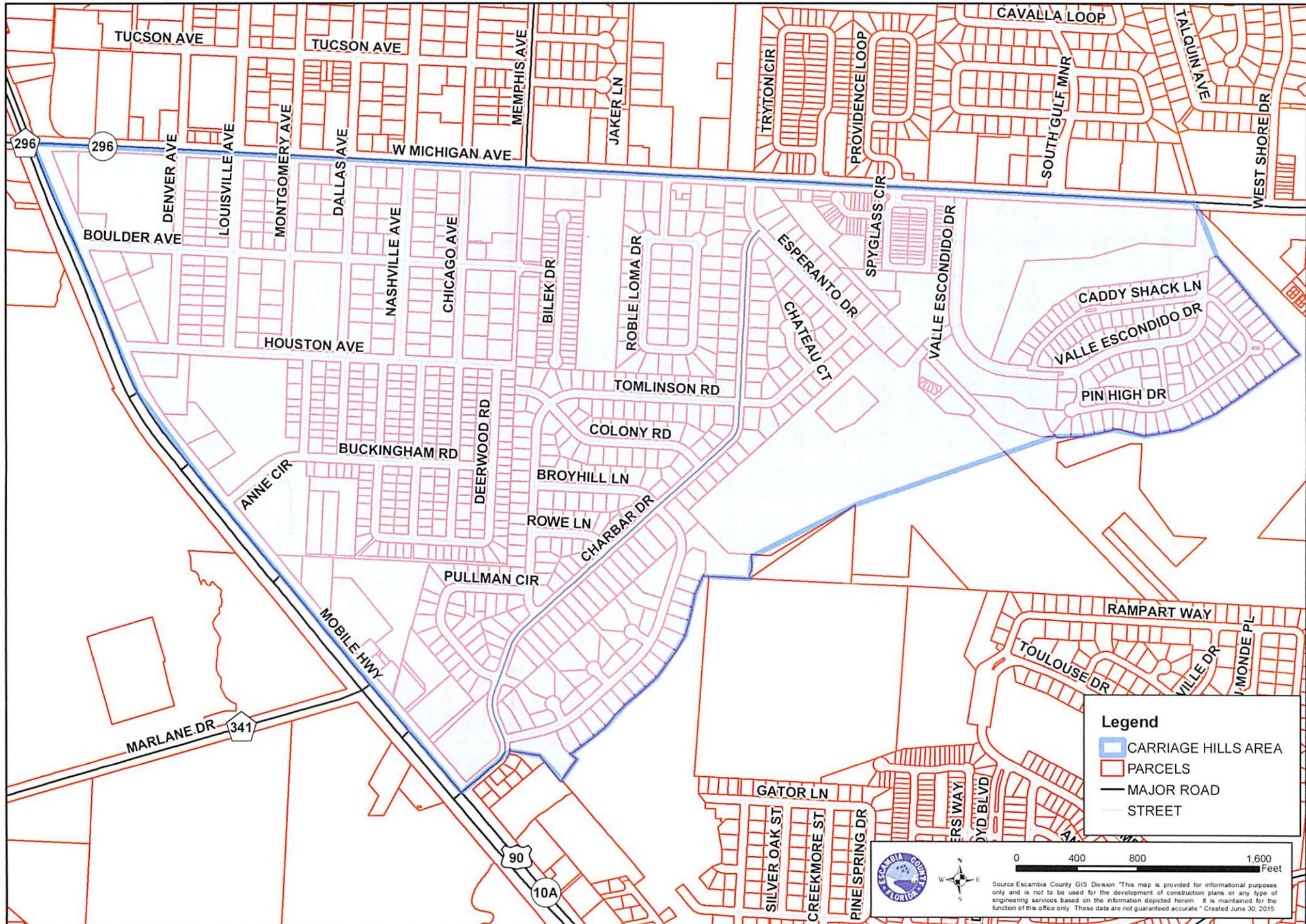
# Creekside Oaks



- NEW LOCATIONS SET 1-30' CC POLE & INST 1-ROADWAY 2 LED LT  
7 NEW
- REPLACE EXISTING COBRAS WITH ROADWAY 2 LEDS  
27 REPLACE

		N
SUBJECT: <b>CREEKSIDE OAKS</b>		
DETAIL:		
DRN BY:	DATE:	REVISION:
SCALE: 1" = 60' 00000' 000'	DATE:	BY:
SHEET 0 OF 0 SHEETS		W 04

# Carriage Hills/ Creekside Oaks Safe Neighborhood



GULF POWER COMPANY  
 CONTRACT FOR STREET AND  
 GENERAL AREA LIGHTING SERVICE  
 RATE SCHEDULE OS (PART I/II)

Form 5

Contract No. 17-3459

Customer Name ESCAMBIA COUNTY BOARD OF COMMISSIONERS Date 8/16/17

DBA N/A Telephone No. 850-595-1829 Tax I. D. (if applicable) N/A

Street Address (Subdivision, etc.) of Light(s) WEDGEWOOD & ROLLING HILLS CRA

Billing Address 221 PALAFOX PLACE SUITE 305 PENSACOLA, FL 32502

Driving Directions SOUTH ON PENSACOLA BLVD FROM 1-10, R ON DIAMOND DAIRY RD

Location of Light(s) THROUGHOUT THE COMMUNITIES

Meter No. N/A Account No. NEW JETS WO No. 73A3J6

The Applicant requests Gulf Power Company to furnish the facilities described on Sheet No. 7.16.1 and the necessary electric energy for the operation thereof and hereby agrees to take and pay for the same in accordance with and subject to the Company's Rate Schedule "OS (PART I/II)" and Rules and Regulations for Electric Service on file in its office and on file with the Florida Public Service Commission or any changes therein as approved by the Florida Public Service Commission. In consideration of the supplying and maintenance of said electric current and facilities the Applicant hereby grants to Gulf Power Company, the right to construct, operate, and maintain upon, over, under, and across the premises located at the above service address its poles, lines, facilities, and appliances necessary in connection therewith for the transmission of electric power together with the rights of ingress and egress to and from said lines and the right to cut and keep clear all trees and other obstructions that may injure or endanger said lines. All fixtures, equipment and material used in the construction, operation, and maintenance of said facilities shall remain at all times the property of Gulf Power Company. The contract term as provided by Rate Schedule "OS (PART I/II)" shall be for an initial period of not less than three (3) years. Additional facilities required for the installation may constitute a longer term. At the time Gulf Power Company begins to install any facilities applied for herein, this application becomes a contract for a term of 5 years and thereafter from year to year until terminated by notice to either party by the other. Any damage done by vandalism shall be handled in accordance with the provisions of Rate Schedule "OS (Part I/II)". The location of said facilities shall be as specified by the Applicant and the Company shall be held harmless in connection therewith or the use thereof. Should the Applicant discontinue this service before the expiration of the full term of contract all unpaid charges for the full term shall immediately become due and payable. In the event the supply of electric current should be interrupted or fail by reason of accident, or condition beyond the control of Gulf Power Company, the service shall be restored within a reasonable time and such interruption shall not constitute a breach of the contract, nor shall Gulf Power Company be liable for damages by reason of such interruption or failure. For street lights, lamps are located on MAP which is hereto appended and made a part hereof.

GULF POWER COMPANY

CUSTOMER

Application Taken By JEFF CAGLE

Customer BOARD OF COUNTY COMM. ESCAMBIA COUNTY, FLORIDA

Approved by FOSTER L. WARE, III  
Authorized Company Representative

Title D.B. UNDERHILL, CHAIRMAN

Signature [Signature]

Signature \_\_\_\_\_

Date 8/18/17

Date \_\_\_\_\_

ISSUED BY: S. W. Connally, Jr.

EFFECTIVE: January 1, 2014

Approved as to form and legal sufficiency.

By/Title: [Signature]  
 Date: 8/22/17

Form 5 (Continued)

Contract No. 17-3459

**FACILITIES FURNISHED:**

Type Light	Lamp Wattage	No. of lights	Price per light	Total Amount/Mo.
_____	_____	_____	_____	\$0.00
_____	_____	_____	_____	\$0.00
_____	_____	_____	_____	\$0.00
_____	_____	_____	_____	\$0.00
_____	_____	_____	_____	\$0.00
_____	_____	_____	_____	\$0.00
_____	_____	_____	_____	\$0.00

Type Miscellaneous Facility	No.	Price per Item	Total Amount/Mo.
_____	_____	_____	\$0.00
_____	_____	_____	\$0.00
_____	_____	_____	\$0.00
_____	_____	_____	\$0.00
_____	_____	_____	\$0.00
_____	_____	_____	\$0.00
_____	_____	_____	\$0.00

Total Base Monthly Charge\*\*\*\* \$0.00

\*\*\*\* Base monthly charge does not include Fuel Charge, Purchased Power Capacity Charge, Environmental Charge, Energy Conservation Charge, Natural Disaster Recovery surcharge, applicable taxes or fees.

GULF POWER COMPANY  
 OPTIONAL UP FRONT PAYMENT OF FIXTURE(S)

ADDENDUM TO CONTRACT FOR STREET AND  
 GENERAL AREA LIGHTING SERVICE  
 RATE SCHEDULE OS (PART I/II)

Form 20

Contract No. 17-3459

TOTAL INSTALLED COST OF FIXTURE(S)				\$116,238.60
<b>MONTHLY CHARGE - FIXTURE(S) PAID UP FRONT</b>				
Rate Schedule OS (Part I/II) – Street and Outdoor Lights				
<u>Type Light</u>	<u>Lamp Wattage</u>	<u># of Lights</u> (a)	<u>Price Per Light*</u> (b)	<u>Total Flat Amount/Mo.</u> (c) = (a) x (b)
ROADWAY 2 LED	95	260	\$4.84	\$1,258.37
ROADWAY 3 LED	149	8	\$6.44	\$51.48
				\$0.00
				\$0.00
				\$0.00
<b>Total Base Monthly Charge ****</b>				\$1,309.85

\*\*\*\* Base monthly charge does not include Fuel Charge, Purchased Power Capacity Charge, Environmental Charge, Energy Conservation Charge, Natural Disaster Recovery Surcharge, applicable taxes, or fees.

NOTE: The Company will retain ownership of the fixture(s) and will provide for any routine maintenance. On a monthly basis, the Customer will pay only the Maintenance and Energy Charges for the fixture(s) in lieu of the total of the Fixture, Maintenance, and Energy Charges. The useful life of the fixture(s) is 15 years from the installation date. If the fixture(s) fails prior to this date, the fixture(s) will be changed out at no cost to the Customer; and the billing of the fixture(s) will remain as is. However, if the fixture(s) fails on or after this date, then the Customer will have the option of one of three billing methods for the fixture(s) that is replaced: (1) paying up front for the total installed cost of the replacement of the fixture(s) and continuing to pay on a monthly basis, the Maintenance and Energy Charges for the fixtures(s), (2) paying the monthly Total Charge of the fixture(s) as provided in the tariff, or (3) discontinuing the unmetered electric service.

GULF POWER COMPANY

Application Taken By JEFF CAGLE *[Signature]*  
 Approved By FOSTER L. WARE, III *[Signature]*  
 Authorized Company Representative

CUSTOMER

Customer BOARD OF COUNTY COMM. ESCAMBIA COUNTY, FLORIDA  
 Title D.B. UNDERHILL, CHAIRMAN  
 Date \_\_\_\_\_

\*Includes only the Maintenance and the Energy Charge portions of the Total Charge except for the MTRD Shoebox, MTRD Small Parking Lot, MTRD Large Parking Lot, MTRD Bracket Mount CIS, and MTRD Tenon Top CIS fixtures. For the metered fixtures, the Energy Charge is not applicable. Any other applicable charges, as provided in the rate schedule, will be added to this total flat amount for the fixture(s).

ISSUED BY: Mark Crosswhite

EFFECTIVE: April 11, 2012

Approved as to form and legal sufficiency.

By/Title: *[Signature]*  
 Date: 8/22/17

GULF POWER COMPANY  
 OPTIONAL UP FRONT PAYMENT OF ADDITIONAL FACILITIES

ADDENDUM TO  
 CONTRACT FOR STREET AND GENERAL AREA LIGHTING SERVICE,  
 OPTIONAL RELAMPING SERVICE AGREEMENT CUSTOMER-OWNED  
 STREET AND GENERAL AREA LIGHTING, AND CUSTOMER-OWNED LIGHTING  
 AGREEMENT (WITHOUT RELAMPING SERVICE PROVISIONS)  
 Rate Schedule OS (Part I/II)

Form 21

Contract No. 17-3459

TOTAL INSTALLED COST OF ADDITIONAL FACILITIES \$ 38 945.40

DESCRIPTION OF ADDITIONAL FACILITIES - PAID UP FRONT

Type Pole	# of Poles	Type Wire	Quantity of Wire	Miscellaneous Materials	Quantity of Material
35' WOOD	1	#4DPX	4,281'	EYEBOLT	54
		1/0AAAAC	1801'	SPOOL RACK	14

NOTE: The Company will retain ownership of these additional facilities. There will be no payment on a monthly basis. The useful life of the pole(s) is 30 years from the installation date; and the useful life of the wire, eyebolts, and other miscellaneous additional facilities is 15 years from the installation date. If the pole(s), wire, eyebolts and/or other miscellaneous additional facilities must be changed out prior to this date, the facilities will be changed out at no cost to the Customer; and the billing of these facilities will remain as is. However, if any of these facilities have to be changed out on or after this date, then the Customer will have the option of one of three billing methods for the additional facilities that are replaced: (1) paying up front for the total installed cost of the replacement of the additional facilities, (2) paying a monthly charge as provided in the tariff, or (3) discontinuing the unmetered electric service.

GULF POWER COMPANY

Application Taken By JEFF CAGLE *J. Cagle 8/16/17*  
 Approved By FOSTER L. WARE, III *F. Ware 8/2/17*  
 Authorized Company Representative

CUSTOMER

Customer BOARD OF COUNTY COMM. ESCAMBIA COUNTY, FLORIDA  
 Title D.B. UNDERHILL, CHAIRMAN  
 Date \_\_\_\_\_

ISSUED BY: Susan Story EFFECTIVE: January 31, 2006

Approved as to form and legal sufficiency.  
 By/Title: Kathleen A. ...  
 Date: 8/22/17



Invoice No: DSO# 73A3J6  
Date: August 18, 2017

One Energy Place  
Pensacola, FL 32520-0231  
850/444-6713, FAX 850/444-6237  
Attn: Jeff Cagle

**TO:** Escambia County Community Redevelopment  
221 Palafox Place, Suite 305  
Pensacola, FL 32502

Quantity	Description	Unit Price	Amount
1	Paid up front for installed cost of 260 Roadway 2 & 8 Roadway 3 LED fixtures, 1-35' Wood Pole, 4,281' of #4DPX & 1801' of 1/0 AAAC Wire within Wedgewood & Rolling Hills CRA	\$155,184.00	\$155,184.00
1	First Year's Energy and Maintenance* (see attached sample monthly bill for breakdown)	\$20,580.00	\$20,580.00
	Total Due		\$175,764.00

\*Cost subject to change pending current and any future regulatory rate reviews

NOTE: When choosing the Paid Upfront Option (PUF) the Company will retain ownership of the equipment and will provide for any routine maintenance. On a monthly basis, the Customer will pay only the Maintenance and Energy Charges for the fixture(s) in lieu of the total of the Equipment, Maintenance, and Energy Charges. The useful life of the fixture(s) and wire is 15 years, and the pole(s) is 30 years from the installation date. If the equipment fails prior to this date, the equipment will be changed out at no cost to the Customer; and the billing of the equipment will remain as is. However, if the equipment fails on or after this date, then the Customer will have the option of one of three billing methods for the equipment that is replaced: (1) paying up front for the total installed cost of the replacement of the equipment and continuing to pay on a monthly basis, the Maintenance and Energy Charges for the equipment, (2) paying the monthly total Charge of the equipment as provided in the tariff, or (3) discontinuing the unmetered electric service.

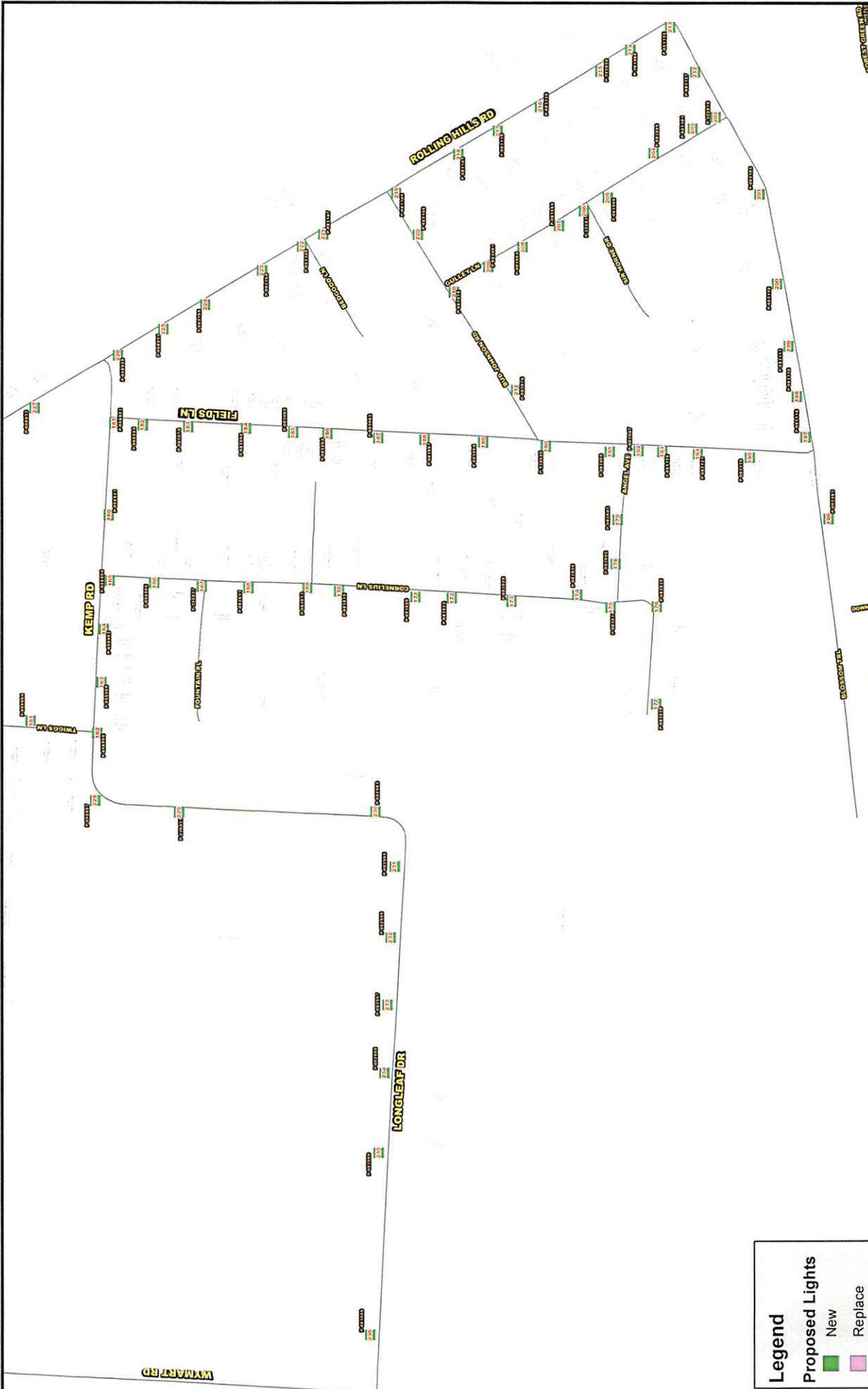
Make all checks payable to:  
**GULF POWER COMPANY**  
**Attn: Jeff Cagle**  
**One Energy Place**  
**Pensacola, FL 32520 -0231**

**If you have any questions concerning this invoice please call:**  
**Jeff Cagle @ 850-444-6713**









**Legend**

Proposed Lights

- New
- Replace

## Wedgewood Rolling Hills

## Lighting Map 2

Data Source: Gulf Power Districts  
 City of Wedgewood and City of Rolling Hills  
 This map was prepared by the City of Wedgewood and City of Rolling Hills  
 for the purpose of providing information to the public.  
 The City of Wedgewood and City of Rolling Hills  
 are not responsible for any errors or omissions on this map.



1 inch = 167 feet

By: James Heland  
 Date: 8/18/2017



GULF POWER COMPANY  
CONTRACT FOR STREET AND  
GENERAL AREA LIGHTING SERVICE  
RATE SCHEDULE OS (PART I/II)

Form 5

Contract No. 17-3408

Customer Name ESCAMBIA CO BOARD OF COMMISSIONERS Date 6/27/17

DBA N/A Telephone No. 850-595-1829 Tax I. D. (if applicable) N/A

Street Address (Subdivision, etc.) of Light(s) AVONDALE SUBDIVISION CRA

Billing Address 221 PALAFOX PLACE SUITE 305 PENSACOLA, FL 32502

Driving Directions S ON MOBLE HWY, L ON SAUFLEY FIELD RD, L ON MITCHELL LN

Location of Light(s) 18 INTERSECTIONS THROUGHOUT THE SUBDIVISION

Meter No. Account No. NEW JETS WO No. 73A3EP

The Applicant requests Gulf Power Company to furnish the facilities described on Sheet No. 7.16.1 and the necessary electric energy for the operation thereof and hereby agrees to take and pay for the same in accordance with and subject to the Company's Rate Schedule "OS (PART I/II)" and Rules and Regulations for Electric Service on file in its office and on file with the Florida Public Service Commission or any changes therein as approved by the Florida Public Service Commission. In consideration of the supplying and maintenance of said electric current and facilities the Applicant hereby grants to Gulf Power Company, the right to construct, operate, and maintain upon, over, under, and across the premises located at the above service address its poles, lines, facilities, and appliances necessary in connection therewith for the transmission of electric power together with the rights of ingress and egress to and from said lines and the right to cut and keep clear all trees and other obstructions that may injure or endanger said lines. All fixtures, equipment and material used in the construction, operation, and maintenance of said facilities shall remain at all times the property of Gulf Power Company. The contract term as provided by Rate Schedule "OS (PART I/II)" shall be for an initial period of not less than three (3) years. Additional facilities required for the installation may constitute a longer term. At the time Gulf Power Company begins to install any facilities applied for herein, this application becomes a contract for a term of 5 years and thereafter from year to year until terminated by notice to either party by the other. Any damage done by vandalism shall be handled in accordance with the provisions of Rate Schedule "OS (Part I/II)". The location of said facilities shall be as specified by the Applicant and the Company shall be held harmless in connection therewith or the use thereof. Should the Applicant discontinue this service before the expiration of the full term of contract all unpaid charges for the full term shall immediately become due and payable. In the event the supply of electric current should be interrupted or fail by reason of accident, or condition beyond the control of Gulf Power Company, the service shall be restored within a reasonable time and such interruption shall not constitute a breach of the contract, nor shall Gulf Power Company be liable for damages by reason of such interruption or failure. For street lights, lamps are located on MAP which is hereto appended and made a part hereof.

ATTEST: PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
BY: DEPUTY CLERK

GULF POWER COMPANY

CUSTOMER BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

Application Taken By JEFF CAGLE

Customer

Approved by FOSTER L. WARE, III  
Authorized Company Representative

Title D.B. UNDERHILL, CHAIRMAN

Signature

Signature

Date 6/29/17

Date

ISSUED BY: S. W. Connally, Jr.

EFFECTIVE: January 1, 2014

Approved as to form and legal sufficiency.

By/Title: [Signature]  
Date: 6/27/17

Form 5 (Continued)

Contract No. 17-3408

**FACILITIES FURNISHED:**

Type Light	Lamp Wattage	No. of lights	Price per light	Total Amount/Mo.
_____	_____	_____	_____	\$0.00
_____	_____	_____	_____	\$0.00
_____	_____	_____	_____	\$0.00
_____	_____	_____	_____	\$0.00
_____	_____	_____	_____	\$0.00
_____	_____	_____	_____	\$0.00

Type Miscellaneous Facility	No.	Price per Item	Total Amount/Mo.
_____	_____	_____	\$0.00
_____	_____	_____	\$0.00
_____	_____	_____	\$0.00
_____	_____	_____	\$0.00
_____	_____	_____	\$0.00
_____	_____	_____	\$0.00

Total Base Monthly Charge\*\*\*\* \$0.00

\*\*\*\* Base monthly charge does not include Fuel Charge, Purchased Power Capacity Charge, Environmental Charge, Energy Conservation Charge, Natural Disaster Recovery surcharge, applicable taxes or fees.

**GULF POWER COMPANY  
 OPTIONAL UP FRONT PAYMENT OF FIXTURE(S)**

**ADDENDUM TO CONTRACT FOR STREET AND  
 GENERAL AREA LIGHTING SERVICE  
 RATE SCHEDULE OS (PART I/II)**

Form 20

Contract No. 17-3408

TOTAL INSTALLED COST OF FIXTURE(S) \$7,578.00

**MONTHLY CHARGE - FIXTURE(S) PAID UP FRONT**  
 Rate Schedule OS (Part I/II) – Street and Outdoor Lights

<u>Type Light</u>	<u>Lamp Wattage</u>	<u># of Lights (a)</u>	<u>Price Per Light* (b)</u>	<u>Total Flat Amount/Mo. (c) = (a) x (b)</u>
<b>ROADWAY 2 LED</b>	<b>95</b>	<b>18</b>	<b>\$4.44</b>	<b>\$79.86</b>
				\$0.00
				\$0.00
				\$0.00
				\$0.00
<b>Total Base Monthly Charge ****</b>				<b>\$79.86</b>

\*\*\*\* Base monthly charge does not include Fuel Charge, Purchased Power Capacity Charge, Environmental Charge, Energy Conservation Charge, Natural Disaster Recovery Surcharge, applicable taxes, or fees.

NOTE: The Company will retain ownership of the fixture(s) and will provide for any routine maintenance. On a monthly basis, the Customer will pay only the Maintenance and Energy Charges for the fixture(s) in lieu of the total of the Fixture, Maintenance, and Energy Charges. The useful life of the fixture(s) is 15 years from the installation date. If the fixture(s) fails prior to this date, the fixture(s) will be changed out at no cost to the Customer; and the billing of the fixture(s) will remain as is. However, if the fixture(s) fails on or after this date, then the Customer will have the option of one of three billing methods for the fixture(s) that is replaced: (1) paying up front for the total installed cost of the replacement of the fixture(s) and continuing to pay on a monthly basis, the Maintenance and Energy Charges for the fixtures(s), (2) paying the monthly Total Charge of the fixture(s) as provided in the tariff, or (3) discontinuing the unmetered electric service.

**GULF POWER COMPANY**

Application Taken By JEFF CAGLE

Approved By FOSTER L. WARE, III  
 Authorized Company Representative

**CUSTOMER** Board of County Commissioners  
 Escambia County, Florida

Customer \_\_\_\_\_

Title D.B. Underhill, Chairman

Date \_\_\_\_\_

\*Includes only the Maintenance and the Energy Charge portions of the Total Charge except for the MTRD Shoebox, MTRD Small Parking Lot, MTRD Large Parking Lot, MTRD Bracket Mount CIS, and MTRD Tenon Top CIS fixtures. For the metered fixtures, the Energy Charge is not applicable. Any other applicable charges, as provided in the rate schedule, will be added to this total flat amount for the fixture(s).

ISSUED BY: Mark Crosswhite

EFFECTIVE: April 11, 2012

**ATTEST: PAM CHILDERS  
 CLERK OF THE CIRCUIT COURT  
 BY: \_\_\_\_\_  
 DEPUTY CLERK**

Approved as to form and legal sufficiency.

By/Title: [Signature]  
 Date: 7/5/17

**GULF POWER COMPANY  
 OPTIONAL UP FRONT PAYMENT OF ADDITIONAL FACILITIES**

**ADDENDUM TO  
 CONTRACT FOR STREET AND GENERAL AREA LIGHTING SERVICE,  
 OPTIONAL RELAMPING SERVICE AGREEMENT CUSTOMER-OWNED  
 STREET AND GENERAL AREA LIGHTING, AND CUSTOMER-OWNED LIGHTING  
 AGREEMENT (WITHOUT RELAMPING SERVICE PROVISIONS)  
 Rate Schedule OS (Part I/II)**

Form 21

Contract No. 17-3408

TOTAL INSTALLED COST OF ADDITIONAL FACILITIES \$ \$4,267.00

DESCRIPTION OF ADDITIONAL FACILITIES - PAID UP FRONT

Type Pole	# of Poles	Type Wire	Quantity of Wire	Miscellaneous Materials	Quantity of Material
35' WOOD	2	#4 DUPLEX	558'	8' ARM	6
				EYEBOLT	14

NOTE: The Company will retain ownership of these additional facilities. There will be no payment on a monthly basis. The useful life of the pole(s) is 30 years from the installation date; and the useful life of the wire, eyebolts, and other miscellaneous additional facilities is 15 years from the installation date. If the pole(s), wire, eyebolts and/or other miscellaneous additional facilities must be changed out prior to this date, the facilities will be changed out at no cost to the Customer; and the billing of these facilities will remain as is. However, if any of these facilities have to be changed out on or after this date, then the Customer will have the option of one of three billing methods for the additional facilities that are replaced: (1) paying up front for the total installed cost of the replacement of the additional facilities, (2) paying a monthly charge as provided in the tariff, or (3) discontinuing the unmetered electric service.

**GULF POWER COMPANY**

Application Taken By JEFF CAGLE

Approved By FOSTER L. WARE, III  
 Authorized Company Representative

**CUSTOMER** Board of County Commissioners  
 Escambia County, Florida

Customer \_\_\_\_\_

Title D.B. UNDERHILL, CHAIRMAN

Date \_\_\_\_\_

ISSUED BY: Susan Story

EFFECTIVE:

January 31, 2006

**ATTEST: PAM CHILDERS  
 CLERK OF THE CIRCUIT COURT  
 BY: \_\_\_\_\_  
 DEPUTY CLERK**

Approved as to form and legal sufficiency.

By/Title: [Signature]  
 Date: 7/5/17



Estimate for DSO# 73A3EP

Date: June 28, 2017

One Energy Place  
Pensacola, FL 32520-0231  
850/444-6713, FAX 850/444-6237  
Attn: Jeff Cagle

**TO:** Escambia County Community Redevelopment  
221 Palafox Place, Suite 305  
Pensacola, FL 32502

Quantity	Description	Amount
1	Paid upfront cost of 18 Roadway 2 LED fixtures and facilities (558' of wire, 2-35' wood poles, 6-8' arms and 14-eyebolts) within Avondale Subdivision CRA	\$11,845
18	First Year's Energy and Maintenance within Avondale Subdivision CRA (18 Roadway 2 PUF monthly \$113.89 *12)	\$1,366.68
	(see attached sample monthly bill for breakdown)	
	Total	\$13,211.68

\*Cost subject to change pending current and any future regulatory rate reviews

NOTE: When choosing the Paid Upfront Option (PUF) the Company will retain ownership of the equipment and will provide for any routine maintenance. On a monthly basis, the Customer will pay only the Maintenance and Energy Charges for the fixture(s) in lieu of the total of the Equipment, Maintenance, and Energy Charges. The useful life of the fixture(s) and wire is 15 years, and the pole(s) is 30 years from the installation date. If the equipment fails prior to this date, the equipment will be changed out at no cost to the Customer; and the billing of the equipment will remain as is. However, if the equipment fails on or after this date, then the Customer will have the option of one of three billing methods for the equipment that is replaced: (1) paying up front for the total installed cost of the replacement of the equipment and continuing to pay on a monthly basis, the Maintenance and Energy Charges for the equipment, (2) paying the monthly total Charge of the equipment as provided in the tariff, or (3) discontinuing the unmetered electric service.

**If you have any questions concerning this estimate, please call:  
Jeff Cagle @ 850-444-6713**

THANK YOU FOR YOUR BUSINESS!



<b>Current Lighting Service - OS-I/II - Street and General Area Lighting</b>		
Billing Period		
<b>Sample Monthly Bill for Avondale Subdivision CRA</b>		
Lighting Charge		\$71.46
Energy Charge		15.66
ECCR+ECR+PPCC		5.13
Facilities Charge		0.00
Fuel Charge	594 kWh x 0.03125	18.56
	<b>Subtotal of Lighting Service</b>	<b>\$110.81</b>
Florida Gross Receipts Tax		1.01
Franchise Fee for Escambia Cnty		2.07
	<b>Total Current Lighting Service</b>	<b>\$113.89*</b>
<b>Lighting Components Included In This Bill</b>		
18-Roadway 2 PUF		
*Cost subject to change pending current and any future regulatory rate reviews		
<p>This sample bill is the monthly cost; we then multiplied it by 12 to get the annual cost for this project on the first page. The base rate as stated on the contract is obtained by adding the Lighting Charge and Energy Charge above.</p>		



# Avondale Safe Neighborhood

## Lighting Map 1

Data Source: Gulf Power Districts

1 inch = 250 feet  
By James Ireland  
Date: 8/22/2017

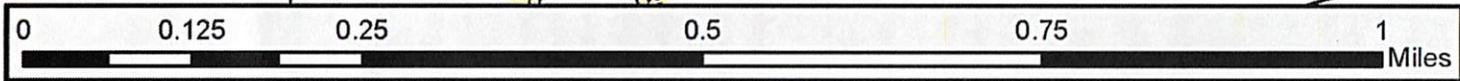
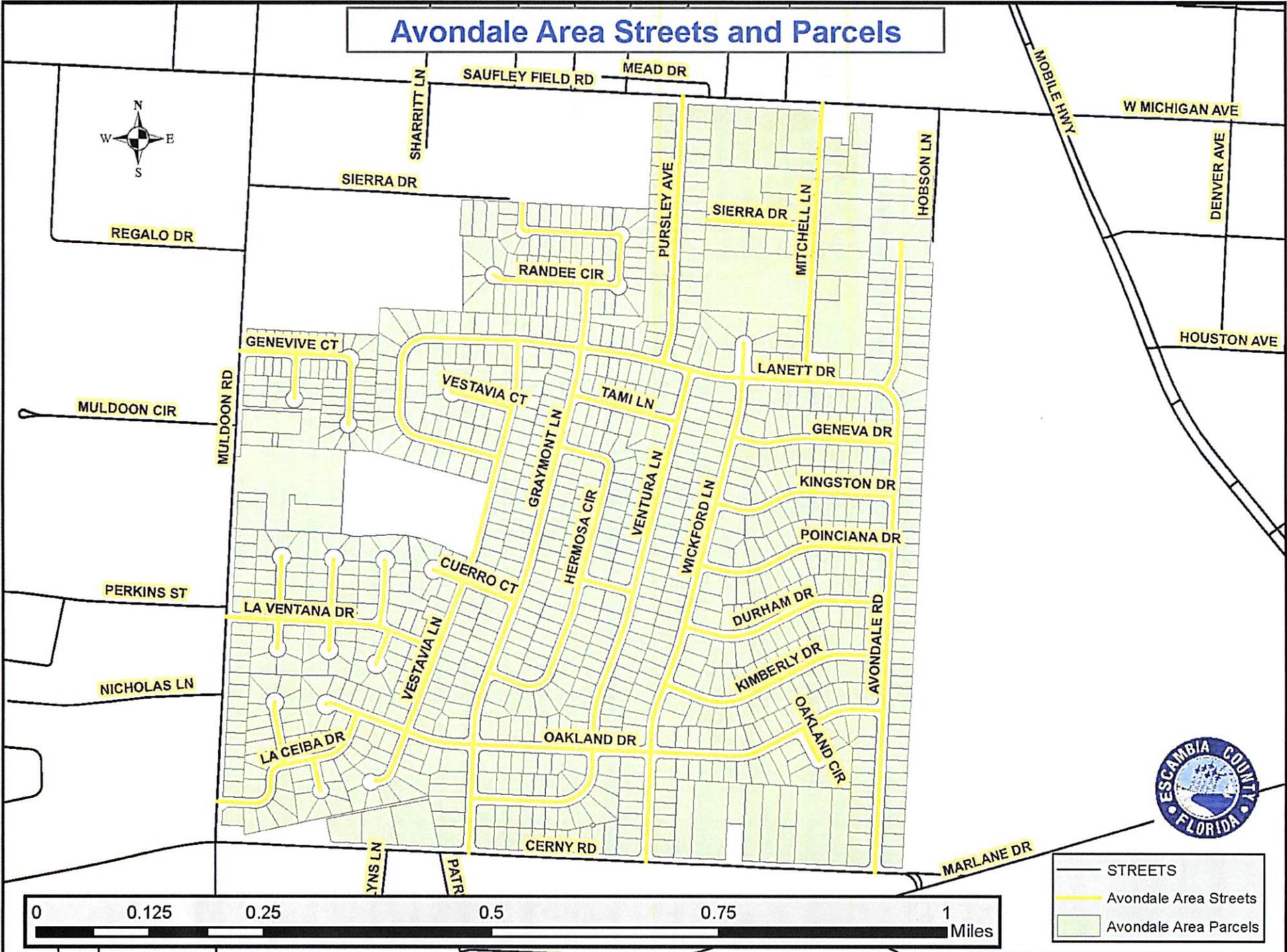
**Legend**

Proposed Lights

New



# Avondale Area Streets and Parcels



- STREETS
- Avondale Area Streets
- Avondale Area Parcels



GULF POWER COMPANY  
 CONTRACT FOR STREET AND  
 GENERAL AREA LIGHTING SERVICE  
 RATE SCHEDULE OS (PART I/II)

Form 5

Contract No. 17-3473

Customer Name ENSLEY PROJECT CRA - Lincoln Park / Detroit Blvd Date 8/24/2017

DBA \_\_\_\_\_ Telephone No. \_\_\_\_\_ Tax I. D. (if applicable) \_\_\_\_\_

Street Address (Subdivision, etc.) of Light(s) 0 DETROIT BLVD PENSACOLA FL 32534

Billing Address ESCAMBIA COUNTY COMM REDEV 221 PALAFOX PL SUTE 305 PENSACOLA FL32505

Driving Directions HIGHWAY 29 TO DETROIT GO W TO ASHLAND AVE

Location of Light(s) ROADSIDE ON DETROIT FROM HWY 29 TO ASHLAND AVE

Meter No. \_\_\_\_\_ Account No. NEW JETS WO No. 73A3JW

The Applicant requests Gulf Power Company to furnish the facilities described on Sheet No. 7.16.1 and the necessary electric energy for the operation thereof and hereby agrees to take and pay for the same in accordance with and subject to the Company's Rate Schedule "OS (PART I/II)" and Rules and Regulations for Electric Service on file in its office and on file with the Florida Public Service Commission or any changes therein as approved by the Florida Public Service Commission. In consideration of the supplying and maintenance of said electric current and facilities the Applicant hereby grants to Gulf Power Company, the right to construct, operate, and maintain upon, over, under, and across the premises located at the above service address its poles, lines, facilities, and appliances necessary in connection therewith for the transmission of electric power together with the rights of ingress and egress to and from said lines and the right to cut and keep clear all trees and other obstructions that may injure or endanger said lines. All fixtures, equipment and material used in the construction, operation, and maintenance of said facilities shall remain at all times the property of Gulf Power Company. The contract term as provided by Rate Schedule "OS (PART I/II)" shall be for an initial period of not less than three (3) years. Additional facilities required for the installation may constitute a longer term. At the time Gulf Power Company begins to install any facilities applied for herein, this application becomes a contract for a term of 5 years and thereafter from year to year until terminated by notice to either party by the other. Any damage done by vandalism shall be handled in accordance with the provisions of Rate Schedule "OS (Part I/II)". The location of said facilities shall be as specified by the Applicant and the Company shall be held harmless in connection therewith or the use thereof. Should the Applicant discontinue this service before the expiration of the full term of contract all unpaid charges for the full term shall immediately become due and payable. In the event the supply of electric current should be interrupted or fail by reason of accident, or condition beyond the control of Gulf Power Company, the service shall be restored within a reasonable time and such interruption shall not constitute a breach of the contract, nor shall Gulf Power Company be liable for damages by reason of such interruption or failure. For street lights, lamps are located on MAP which is hereto appended and made a part hereof.

ATTEST: PAM CHILDERS  
 CLERK OF THE CIRCUIT COURT  
 BY: \_\_\_\_\_  
 DEPUTY CLERK

GULF POWER COMPANY

CUSTOMER

Application Taken By DEVON DICKENS

BOARD OF COUNTY COMMISSIONERS

Customer ESCAMBIA COUNTY, FLORIDA

Approved by FOSTER L WARE III

Title D.B. UNDERHILL CHAIRMAN

Signature [Signature]  
 Authorized Company Representative

Signature \_\_\_\_\_

Date 8/29/17

Date \_\_\_\_\_

ISSUED BY: S. W. Connally, Jr.

EFFECTIVE: January 1, 2014

Approved as to form and legal sufficiency.

By/Title: [Signature]  
 Date: 8/31/17

Form 5 (Continued)

Contract No. 17-3473

**FACILITIES FURNISHED:**

Type Light	Lamp Wattage	No. of lights	Price per light	Total Amount/Mo.
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Type Miscellaneous Facility	No.	Price per Item	Total Amount/Mo.
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

Total Base Monthly Charge\*\*\*\* \$0.00

\*\*\*\* Base monthly charge does not include Fuel Charge, Purchased Power Capacity Charge, Environmental Charge, Energy Conservation Charge, Natural Disaster Recovery surcharge, applicable taxes or fees.

GULF POWER COMPANY  
 OPTIONAL UP FRONT PAYMENT OF FIXTURE(S)

ADDENDUM TO CONTRACT FOR STREET AND  
 GENERAL AREA LIGHTING SERVICE  
 RATE SCHEDULE OS (PART I/II)

Form 20

Contract No. 17-3473

TOTAL INSTALLED COST OF FIXTURE(S)				<b>\$12,499.00</b>
<b>MONTHLY CHARGE - FIXTURE(S) PAID UP FRONT</b>				
Rate Schedule OS (Part I/II) – Street and Outdoor Lights				
<u>Type Light</u>	<u>Lamp Wattage</u>	<u># of Lights</u> (a)	<u>Price Per Light*</u> (b)	<u>Total Flat Amount/Mo.</u> (c) = (a) x (b)
Roadway 1	62	33	\$4.28	\$141.24
_____	_____	_____	_____	\$0.00
_____	_____	_____	_____	\$0.00
_____	_____	_____	_____	\$0.00
_____	_____	_____	_____	\$0.00
<b>Total Base Monthly Charge ****</b>				<b>\$141.24</b>

\*\*\*\* Base monthly charge does not include Fuel Charge, Purchased Power Capacity Charge, Environmental Charge, Energy Conservation Charge, Natural Disaster Recovery Surcharge, applicable taxes, or fees.

NOTE: The Company will retain ownership of the fixture(s) and will provide for any routine maintenance. On a monthly basis, the Customer will pay only the Maintenance and Energy Charges for the fixture(s) in lieu of the total of the Fixture, Maintenance, and Energy Charges. The useful life of the fixture(s) is 15 years from the installation date. If the fixture(s) fails prior to this date, the fixture(s) will be changed out at no cost to the Customer; and the billing of the fixture(s) will remain as is. However, if the fixture(s) fails on or after this date, then the Customer will have the option of one of three billing methods for the fixture(s) that is replaced: (1) paying up front for the total installed cost of the replacement of the fixture(s) and continuing to pay on a monthly basis, the Maintenance and Energy Charges for the fixtures(s), (2) paying the monthly Total Charge of the fixture(s) as provided in the tariff, or (3) discontinuing the unmetered electric service.

**GULF POWER COMPANY**

Application Taken By Devon Dickens  
 Approved By FOSTER WARE III  
 Authorized Company Representative

*[Signature]*  
 8/29/17

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

Customer D.B. UNDERHILL  
 Title CHAIRMAN  
 Date \_\_\_\_\_

\*Includes only the Maintenance and the Energy Charge portions of the Total Charge except for the MTRD Shoebox, MTRD Small Parking Lot, MTRD Large Parking Lot, MTRD Bracket Mount CIS, and MTRD Tenon Top CIS fixtures. For the metered fixtures, the Energy Charge is not applicable. Any other applicable charges, as provided in the rate schedule, will be added to this total flat amount for the fixture(s).

ISSUED BY: Mark Crosswhite

EFFECTIVE: April 11, 2012

ATTEST: PAM CHILDERS  
 CLERK OF THE CIRCUIT COURT  
 BY: \_\_\_\_\_  
 DEPUTY CLERK

Approved as to form and legal sufficiency,  
 By/Title: *[Signature]*  
 Date: 8/29/17

GULF POWER COMPANY  
 OPTIONAL UP FRONT PAYMENT OF ADDITIONAL FACILITIES

ADDENDUM TO  
 CONTRACT FOR STREET AND GENERAL AREA LIGHTING SERVICE,  
 OPTIONAL RELAMPING SERVICE AGREEMENT CUSTOMER-OWNED  
 STREET AND GENERAL AREA LIGHTING, AND CUSTOMER-OWNED LIGHTING  
 AGREEMENT (WITHOUT RELAMPING SERVICE PROVISIONS)  
 Rate Schedule OS (Part I/II)

Form 21

Contract No. 17-3473

TOTAL INSTALLED COST OF ADDITIONAL FACILITIES					\$ <u>5,274.00</u>
DESCRIPTION OF ADDITIONAL FACILITIES - PAID UP FRONT					
<u>Type Pole</u>	<u># of Poles</u>	<u>Type Wire</u>	<u>Quantity of Wire</u>	<u>Miscellaneous Materials</u>	<u>Quantity of Material</u>
		#4 DPX WIRE	1150	NETCONTROL	33

NOTE: The Company will retain ownership of these additional facilities. There will be no payment on a monthly basis. The useful life of the pole(s) is 30 years from the installation date; and the useful life of the wire, eyebolts, and other miscellaneous additional facilities is 15 years from the installation date. If the pole(s), wire, eyebolts and/or other miscellaneous additional facilities must be changed out prior to this date, the facilities will be changed out at no cost to the Customer; and the billing of these facilities will remain as is. However, if any of these facilities have to be changed out on or after this date, then the Customer will have the option of one of three billing methods for the additional facilities that are replaced: (1) paying up front for the total installed cost of the replacement of the additional facilities, (2) paying a monthly charge as provided in the tariff, or (3) discontinuing the unmetered electric service.

ATTEST: PAM CHILDERS  
 CLERK OF THE CIRCUIT COURT  
 BY: \_\_\_\_\_  
 DEPUTY CLERK

GULF POWER COMPANY

Application Taken By DEVON DICKENS

Approved By FOSTER WARE III  
 Authorized Company Representative

*John Ware III*  
 8/29/17

ISSUED BY: Susan Story EFFECTIVE:

CUSTOMER: BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

Customer D.B. UNDERHILL

Title CHAIRMAN

Date \_\_\_\_\_

January 31, 2006 Approved as to form and legal sufficiency.

By/Title: *[Signature]*  
 Date: 8/31/17



Estimate for Ref# 833217

Date: July 7, 2017

9220 Pine Forest Rd  
Pensacola, FL 32534-9346  
850/429-2807, FAX 850/429-2799  
Attn: Devon Dickens

**TO:** Escambia County Community Redevelopment  
221 Palafox Place, Suite 305  
Pensacola, FL 32502

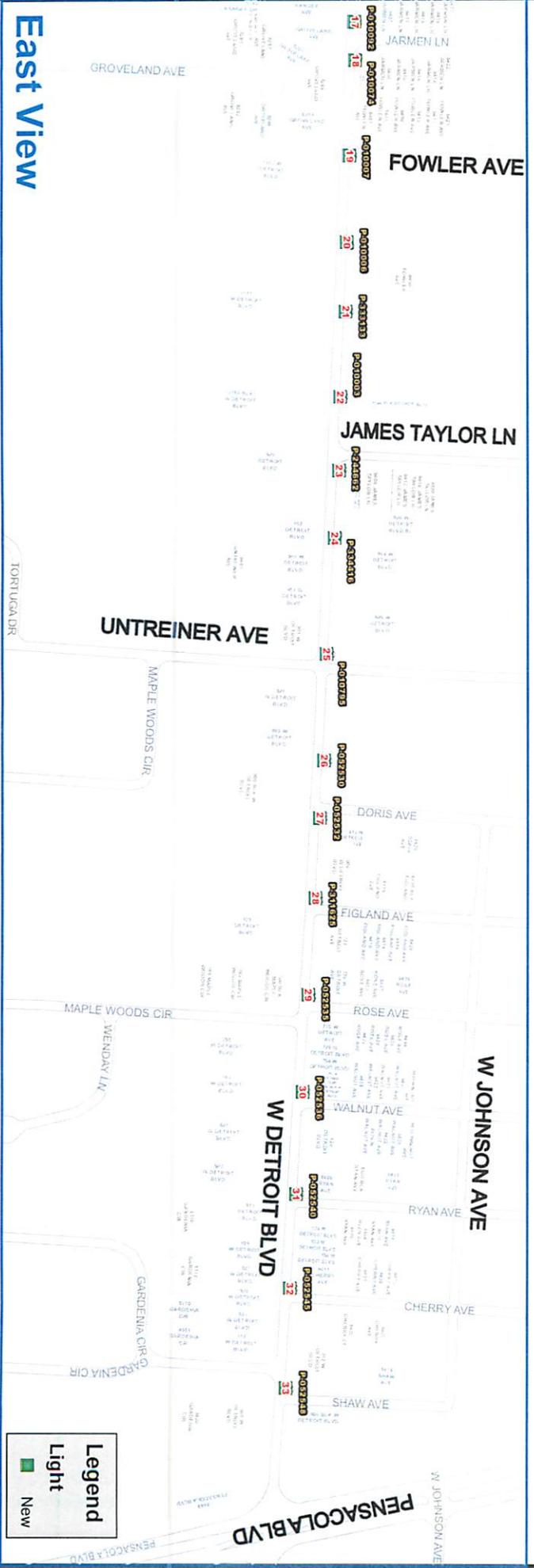
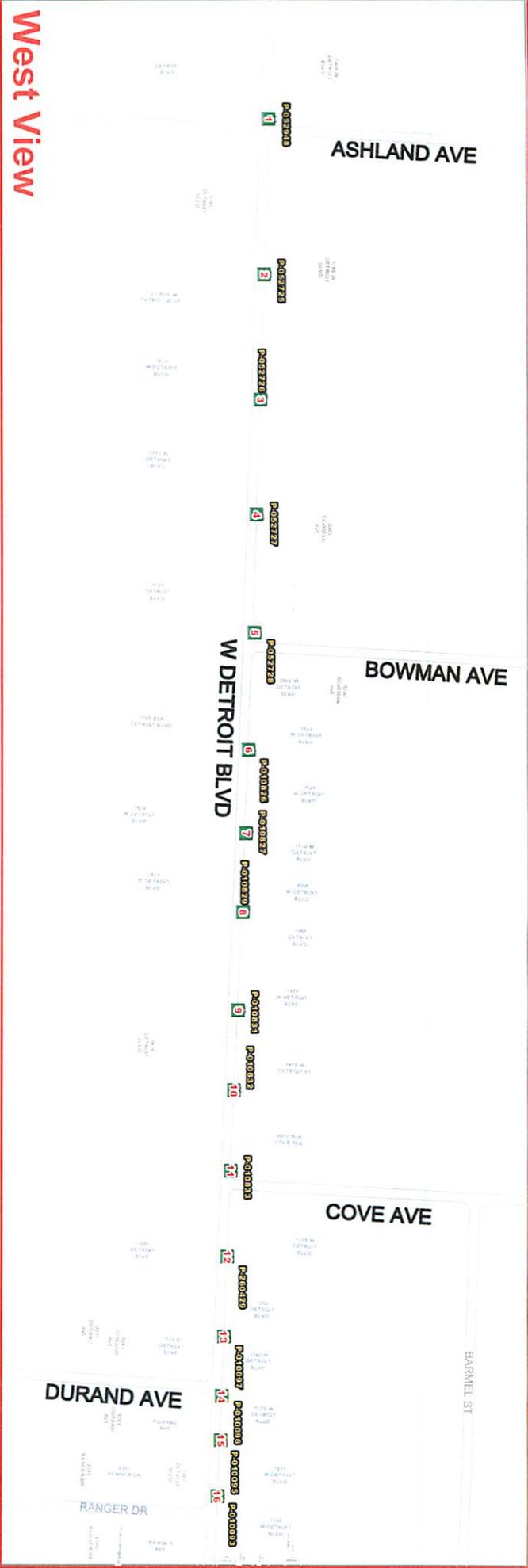
Quantity	Description	Amount
1	Paid upfront cost of 33 Roadway 1 LED fixtures and facilities (1,150' of wire) within Ensley CRA <i>Lincoln Park SN</i>	\$17,773
1	First Year's Energy and Maintenance within Ensley CRA (33 Roadway 1 PUF monthly \$172.48 *12)	\$2,069.76
	(see attached sample monthly bill for breakdown)	
	Total	\$19,842.76

\*Cost subject to change pending current and any future regulatory rate reviews

NOTE: When choosing the Paid Upfront Option (PUF) the Company will retain ownership of the equipment and will provide for any routine maintenance. On a monthly basis, the Customer will pay only the Maintenance and Energy Charges for the fixture(s) in lieu of the total of the Equipment, Maintenance, and Energy Charges. The useful life of the fixture(s) and wire is 15 years, and the pole(s) is 30 years from the installation date. If the equipment fails prior to this date, the equipment will be changed out at no cost to the Customer; and the billing of the equipment will remain as is. However, if the equipment fails on or after this date, then the Customer will have the option of one of three billing methods for the equipment that is replaced: (1) paying up front for the total installed cost of the replacement of the equipment and continuing to pay on a monthly basis, the Maintenance and Energy Charges for the equipment, (2) paying the monthly total Charge of the equipment as provided in the tariff, or (3) discontinuing the unmetered electric service.

**If you have any questions concerning this estimate, please call:  
Devon Dickens @ 850-429-2807**

THANK YOU FOR YOUR BUSINESS!



**Legend**

- Light
- New



W Detroit Blvd  
Ashland Ave to Pensacola Blvd (Hwy 29)

Lighting Map

1 inch = 175 feet



Data Source: Gulf Power Design

By: James Ireland  
Date: 8/24/2017



Current Lighting Service - OS-I/II - Street and General Area Lighting	
Billing Period	
<b>Sample Monthly Bill for Ensley CRA</b>	
Lighting Charge	\$123.09
Energy Charge	18.15
ECCR+ECR+PPCC	5.99
Facilities Charge	0.00
Fuel Charge	693 kWh x 0.03125 21.66
<b>Subtotal of Lighting Service</b>	
	<b>\$168.89</b>
Florida Gross Receipts Tax	1.18
Franchise Fee for Escambia Cnty	2.41
<b>Total Current Lighting Service</b>	
	<b>\$172.48*</b>
<b>Lighting Components Included In This Bill</b>	
33-Roadway 1 PUF	
*Cost subject to change pending current and any future regulatory rate reviews	
<p>This sample bill is the monthly cost; we then multiplied it by 12 to get the annual cost for this project on the first page. The base rate as stated on the contract is obtained by adding the Lighting Charge and Energy Charge above.</p>	

GULF POWER COMPANY  
CONTRACT FOR STREET AND  
GENERAL AREA LIGHTING SERVICE  
RATE SCHEDULE OS (PART I/II)

Form 5

Contract No. 17-3458

Customer Name BOARD OF COUNTY COMMISSIONERS Date 8/8/2017

DBA \_\_\_\_\_ Telephone No. \_\_\_\_\_ Tax I. D. (if applicable) \_\_\_\_\_

Street Address (Subdivision, etc.) of Light(s) CANTONMENT PROJECT PHASE II

Billing Address 221 PALAFOX PLACE, STE 305 PENSACOLA FL 32502

Driving Directions \_\_\_\_\_

Location of Light(s) ALONG ROADWAY N. OF MUSCOGEE RD.

Meter No. \_\_\_\_\_ Account No. \_\_\_\_\_ JETS WO No. 73A3J5

The Applicant requests Gulf Power Company to furnish the facilities described on Sheet No. 7.16.1 and the necessary electric energy for the operation thereof and hereby agrees to take and pay for the same in accordance with and subject to the Company's Rate Schedule "OS (PART I/II)" and Rules and Regulations for Electric Service on file in its office and on file with the Florida Public Service Commission or any changes therein as approved by the Florida Public Service Commission. In consideration of the supplying and maintenance of said electric current and facilities the Applicant hereby grants to Gulf Power Company, the right to construct, operate, and maintain upon, over, under, and across the premises located at the above service address its poles, lines, facilities, and appliances necessary in connection therewith for the transmission of electric power together with the rights of ingress and egress to and from said lines and the right to cut and keep clear all trees and other obstructions that may injure or endanger said lines. All fixtures, equipment and material used in the construction, operation, and maintenance of said facilities shall remain at all times the property of Gulf Power Company. The contract term as provided by Rate Schedule "OS (PART I/II)" shall be for an initial period of not less than three (3) years. Additional facilities required for the installation may constitute a longer term. At the time Gulf Power Company begins to install any facilities applied for herein, this application becomes a contract for a term of 5 years and thereafter from year to year until terminated by notice to either party by the other. Any damage done by vandalism shall be handled in accordance with the provisions of Rate Schedule "OS (Part I/II)". The location of said facilities shall be as specified by the Applicant and the Company shall be held harmless in connection therewith or the use thereof. Should the Applicant discontinue this service before the expiration of the full term of contract all unpaid charges for the full term shall immediately become due and payable. In the event the supply of electric current should be interrupted or fail by reason of accident, or condition beyond the control of Gulf Power Company, the service shall be restored within a reasonable time and such interruption shall not constitute a breach of the contract, nor shall Gulf Power Company be liable for damages by reason of such interruption or failure. For street lights, lamps are located on MAP which is hereto appended and made a part hereof.

ATTEST: PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
BY: \_\_\_\_\_  
DEPUTY CLERK

GULF POWER COMPANY

CUSTOMER

Application Taken By DEVON DICKENS

BOARD OF COUNTY COMMISSIONERS

Approved by FOSTER L WARE III  
Authorized Company Representative

Customer ESCAMBIA COUNTY, FLORIDA

Signature [Signature]

Title D.B. UNDERHILL, CHAIRMAN

Date 9/5/17

Signature \_\_\_\_\_

Date \_\_\_\_\_

ISSUED BY: S. W. Connally, Jr.

EFFECTIVE: January 1, 2014

Approved as to form and legal sufficiency

By/Title: [Signature]  
Date: 9/7/17

Form 5 (Continued)

Contract No. 17-3458

**FACILITIES FURNISHED:**

Type Light	Lamp Wattage	No. of lights	Price per light	Total Amount/Mo.
_____	_____	_____	_____	\$0.00
_____	_____	_____	_____	\$0.00
_____	_____	_____	_____	\$0.00
_____	_____	_____	_____	\$0.00
_____	_____	_____	_____	\$0.00
_____	_____	_____	_____	\$0.00
_____	_____	_____	_____	\$0.00

Type Miscellaneous Facility	No.	Price per Item	Total Amount/Mo.
_____	_____	_____	\$0.00
_____	_____	_____	\$0.00
_____	_____	_____	\$0.00
_____	_____	_____	\$0.00
_____	_____	_____	\$0.00
_____	_____	_____	\$0.00
_____	_____	_____	\$0.00

Total Base Monthly Charge\*\*\*\*\* \$0.00

\*\*\*\* Base monthly charge does not include Fuel Charge, Purchased Power Capacity Charge, Environmental Charge, Energy Conservation Charge, Natural Disaster Recovery surcharge, applicable taxes or fees.

ISSUED BY: Mark Crosswhite

EFFECTIVE: April 11, 2012

GULF POWER COMPANY  
 OPTIONAL UP FRONT PAYMENT OF ADDITIONAL FACILITIES

ADDENDUM TO  
 CONTRACT FOR STREET AND GENERAL AREA LIGHTING SERVICE,  
 OPTIONAL RELAMPING SERVICE AGREEMENT CUSTOMER-OWNED  
 STREET AND GENERAL AREA LIGHTING, AND CUSTOMER-OWNED LIGHTING  
 AGREEMENT (WITHOUT RELAMPING SERVICE PROVISIONS)  
 Rate Schedule OS (Part I/II)

Form 21

Contract No. 17-3458

TOTAL INSTALLED COST OF ADDITIONAL FACILITIES					\$ <u>8,718.00</u>
DESCRIPTION OF ADDITIONAL FACILITIES - PAID UP FRONT					
<u>Type Pole</u>	<u># of Poles</u>	<u>Type Wire</u>	<u>Quantity of Wire</u>	<u>Miscellaneous Materials</u>	<u>Quantity of Material</u>
35' Wood	1	#4 DPX Wire	3396	EYE BOLT	1
		1#1/0 AAAC	2226		

NOTE: The Company will retain ownership of these additional facilities. There will be no payment on a monthly basis. The useful life of the pole(s) is 30 years from the installation date; and the useful life of the wire, eyebolts, and other miscellaneous additional facilities is 15 years from the installation date. If the pole(s), wire, eyebolts and/or other miscellaneous additional facilities must be changed out prior to this date, the facilities will be changed out at no cost to the Customer; and the billing of these facilities will remain as is. However, if any of these facilities have to be changed out on or after this date, then the Customer will have the option of one of three billing methods for the additional facilities that are replaced: (1) paying up front for the total installed cost of the replacement of the additional facilities, (2) paying a monthly charge as provided in the tariff, or (3) discontinuing the unmetered electric service.

GULF POWER COMPANY

CUSTOMER BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA  
 Customer D.B. UNDERHILL  
 Title CHAIRMAN  
 Date \_\_\_\_\_

Application Taken By DEVON DICKENS  
 Approved By FOSTER WARE III  
 Authorized Company Representative

*[Signature]* 8/31/17

ISSUED BY: Susan Story

EFFECTIVE: January 31, 2008  
 ATTEST: PAM CHILDERS  
 CLERK OF THE CIRCUIT COURT  
 BY: \_\_\_\_\_  
 DEPUTY CLERK

Approved as to form and legal sufficiency.

By/Title: *[Signature]*  
 Date: 9/17/17

GULF POWER COMPANY  
 OPTIONAL UP FRONT PAYMENT OF FIXTURE(S)

ADDENDUM TO CONTRACT FOR STREET AND  
 GENERAL AREA LIGHTING SERVICE  
 RATE SCHEDULE OS (PART I/II)

Form 20

Contract No. 17-3458

TOTAL INSTALLED COST OF FIXTURE(S)				79,059.00
MONTHLY CHARGE - FIXTURE(S) PAID UP FRONT Rate Schedule OS (Part I/II) – Street and Outdoor Lights				
<u>Type Light</u>	<u>Lamp Wattage</u>	<u># of Lights</u> (a)	<u>Price Per Light*</u> (b)	<u>Total Flat Amount/Mo.</u> (c) = (a) x (b)
Roadway 1	62	164	\$4.28	\$701.92
_____	_____	_____	_____	\$0.00
_____	_____	_____	_____	\$0.00
_____	_____	_____	_____	\$0.00
_____	_____	_____	_____	\$0.00
<b>Total Base Monthly Charge ****</b>				<b>\$701.92</b>

\*\*\*\* Base monthly charge does not include Fuel Charge, Purchased Power Capacity Charge, Environmental Charge, Energy Conservation Charge, Natural Disaster Recovery Surcharge, applicable taxes, or fees.

NOTE: The Company will retain ownership of the fixture(s) and will provide for any routine maintenance. On a monthly basis, the Customer will pay only the Maintenance and Energy Charges for the fixture(s) in lieu of the total of the Fixture, Maintenance, and Energy Charges. The useful life of the fixture(s) is 15 years from the installation date. If the fixture(s) fails prior to this date, the fixture(s) will be changed out at no cost to the Customer; and the billing of the fixture(s) will remain as is. However, if the fixture(s) fails on or after this date, then the Customer will have the option of one of three billing methods for the fixture(s) that is replaced: (1) paying up front for the total installed cost of the replacement of the fixture(s) and continuing to pay on a monthly basis, the Maintenance and Energy Charges for the fixtures(s), (2) paying the monthly Total Charge of the fixture(s) as provided in the tariff, or (3) discontinuing the unmetered electric service.

GULF POWER COMPANY

Application Taken By DEVON DICKENS

Approved By FOSTER WARE III  
 Authorized Company Representative

*Foster Ware* 8/31/17

CUSTOMER BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

Customer D.B. UNDERHILL

Title CHAIRMAN

Date \_\_\_\_\_

\*Includes only the Maintenance and the Energy Charge portions of the Total Charge except for the MTRD Shoebox, MTRD Small Parking Lot, MTRD Large Parking Lot, MTRD Bracket Mount CIS, and MTRD Tenon Top CIS fixtures. For the metered fixtures, the Energy Charge is not applicable. Any other applicable charges, as provided in the rate schedule, will be added to this total flat amount for the fixture(s).

ISSUED BY: Mark Crosswhite

EFFECTIVE: April 11, 2012

ATTEST: PAM CHILDERS  
 CLERK OF THE CIRCUIT COURT  
 BY: \_\_\_\_\_  
 DEPUTY CLERK

Approved as to form and legal sufficiency.

By/Title: *[Signature]*  
 Date: 8/31/17



Estimate for Ref# 832417

Date: July 7, 2017

9220 Pine Forest Rd  
Pensacola, FL 32534-9346  
850/429-2807, FAX 850/429-2799  
Attn: Devon Dickens

**TO:** Escambia County Community Redevelopment  
221 Palafox Place, Suite 305  
Pensacola, FL 32502

Quantity	Description	Amount
1	Paid upfront cost of 164 Roadway 1 LED fixtures and facilities (5,622' of wire, 1-35' wood poles, and 1-eyebolt) within Cantonment Phase II CRA <i>SN Area</i>	\$87,777
1	First Year's Energy and Maintenance within Cantonment Phase II CRA (164 Roadway 1 PUF monthly \$857.13 *12)	\$10,285.56
	(see attached sample monthly bill for breakdown)	
	Total	\$98,062.56

\*Cost subject to change pending current and any future regulatory rate reviews

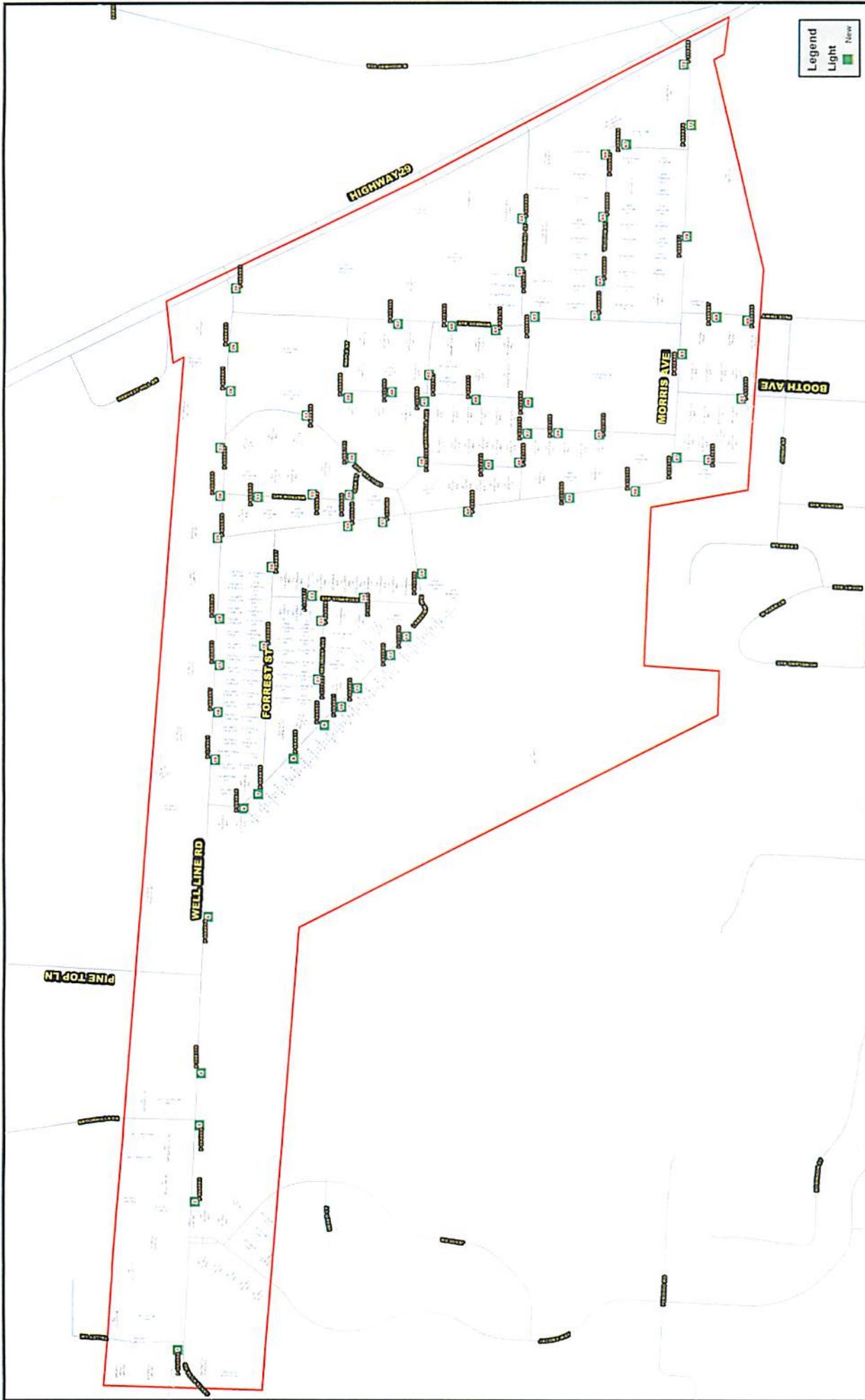
NOTE: When choosing the Paid Upfront Option (PUF) the Company will retain ownership of the equipment and will provide for any routine maintenance. On a monthly basis, the Customer will pay only the Maintenance and Energy Charges for the fixture(s) in lieu of the total of the Equipment, Maintenance, and Energy Charges. The useful life of the fixture(s) and wire is 15 years, and the pole(s) is 30 years from the installation date. If the equipment fails prior to this date, the equipment will be changed out at no cost to the Customer; and the billing of the equipment will remain as is. However, if the equipment fails on or after this date, then the Customer will have the option of one of three billing methods for the equipment that is replaced: (1) paying up front for the total installed cost of the replacement of the equipment and continuing to pay on a monthly basis, the Maintenance and Energy Charges for the equipment, (2) paying the monthly total Charge of the equipment as provided in the tariff, or (3) discontinuing the unmetered electric service.

**If you have any questions concerning this estimate, please call:  
Devon Dickens @ 850-429-2807**

THANK YOU FOR YOUR BUSINESS!



Current Lighting Service - OS-I/II - Street and General Area Lighting		
Billing Period		
Sample Monthly Bill for Cantonment Phase II CRA		
Lighting Charge		\$611.72
Energy Charge		90.20
ECCR+ECR+PPCC		29.76
Facilities Charge		0.00
Fuel Charge	3,444 kWh x 0.03125	107.63
	<b>Subtotal of Lighting Service</b>	<b>\$839.31</b>
Florida Gross Receipts Tax		5.84
Franchise Fee for Escambia Cnty		11.98
	<b>Total Current Lighting Service</b>	<b>\$857.13*</b>
Lighting Components Included In This Bill		
164-Roadway 1 PUF		
*Cost subject to change pending current and any future regulatory rate reviews		
<p>This sample bill is the monthly cost; we then multiplied it by 12 to get the annual cost for this project on the first page. The base rate as stated on the contract is obtained by adding the Lighting Charge and Energy Charge above.</p>		



Data Source: Gulf Power Distals  
 Distal data was provided by Gulf Power and is not intended to be used for any other purpose. All other data is the property of the City of Panama City and is not intended to be used for any other purpose.



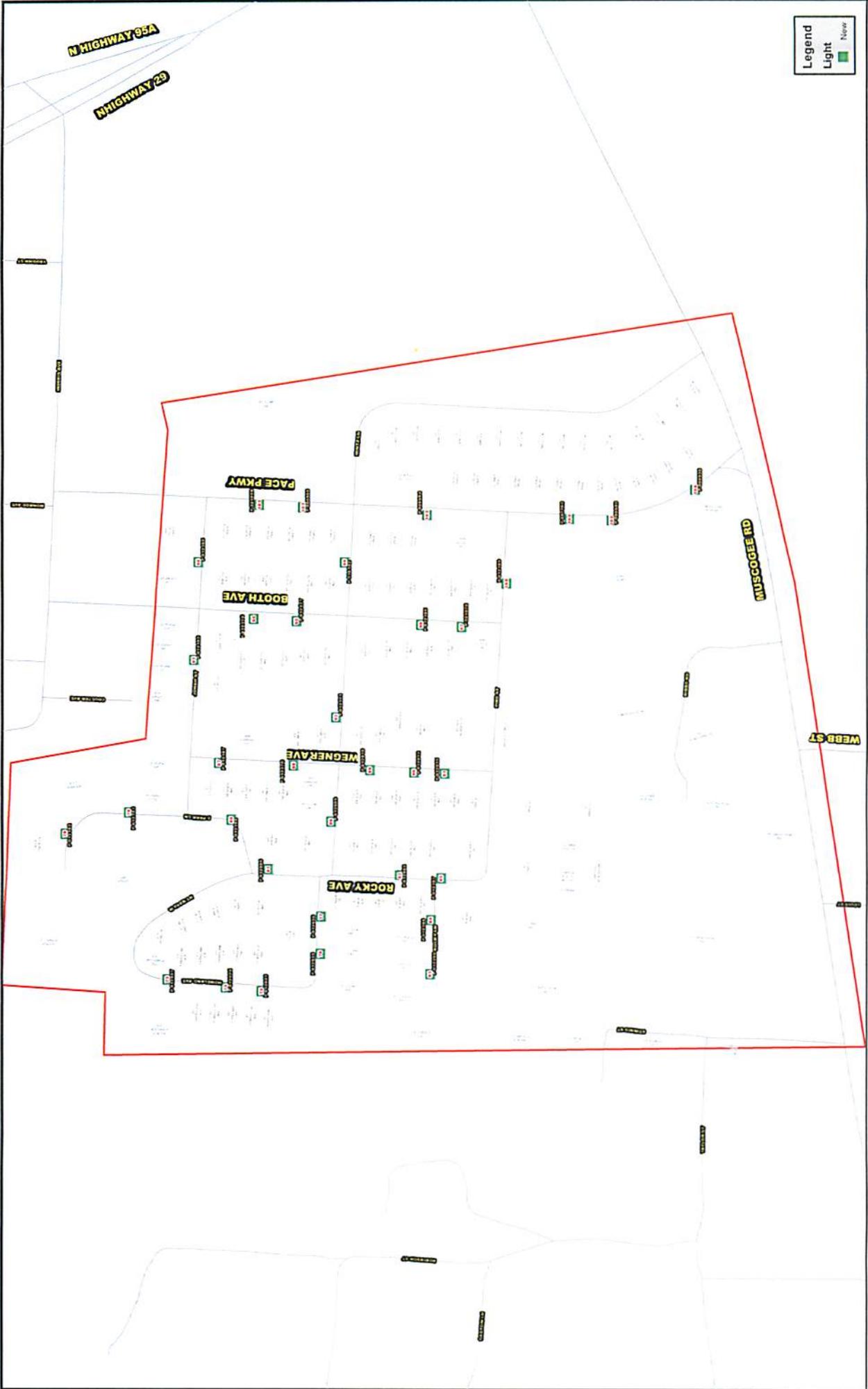
1 inch = 200 feet

### Cantonment Redevelopment Phase 2

### Lighting Map 1 of 3



By: James Ireland  
 Date: 8/22/2017



Data Source: Gulf Power Districts  
 by James Ireland  
 Date: 8/22/2017



1 inch = 142 feet

### Cantonment Redevelopment Phase 2

### Lighting Map 2 of 3







# 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-12146

10.

## BCC Regular Meeting

Meeting Date: 05/04/2017

Issue: Committee of the Whole Recommendation

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

---

### Recommendation:

Committee of the Whole Recommendation.

Recommendation: That the Board 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, as recommended by the Committee of the Whole (C/W), at the April 25, 2017, Committee of the Whole/Economic Development Summit (C/W #5).

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### Attachments

20170425 CW Backup

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# Plan A – Citizens' Requests

## Past Safe Neighborhood Designations

	D2	Mayfair/Oakcrest	Traffic calming (Speed bumps) Additional Security Cameras and Monitors
*	D3	Lincoln Park	Neighborhood Cleanup / Streetlights
	D3	Ensley	Sidewalk
	D1/D2	Myrtle Grove	Sidewalks Neighborhood Cleanup
*	D3	Wedgewood	Streetlights Sidewalks Increase Community Policing Signage for Monthly Meetings Neighborhood Cleanup Crime Prevention classes
*	D1	Avondale	Streetlights Traffic calming (Speed bumps) Security Cameras Neighborhood Cleanup

Note: Streetlights have Recurring Annual Cost

# Plan B – Citizens' Requests

## Current Safe Neighborhood Designations

D2	Crescent Lake	<i>Neighborhood Watch Newsletters Community Garden</i>
D4	Atwood/Northcross	<i>Neighborhood Cleanup</i>
* D1	Carriage Hills	<i>25 Streetlights retrofit to LED in Creek Side Oaks Curb number kit for addressing Signage for monthly meeting</i>
D3	Montclair	<i>Property Acquisitions &amp; Demolitions in Blighted Areas (Diego Circle/Erress Blvd)</i>
* D5	Cantonment	<i>Phase 2 LED Streetlights Project (200) Sidewalks Community Center</i>

Note: Streetlights have Recurring Annual Cost



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

AI-12888

County Administrator's Report 10. 6.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/21/2017

Issue: Cancellation of Residential Rehab Grant Program Liens

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

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**RECOMMENDATION:**

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

That the Board ratify the following September 21, 2017, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the cancellation of the Residential Rehab Grant Program Liens:

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

<b>Property Owners</b>	<b>Address</b>	<b>Amount</b>
Charles H., Jr. and Elizabeth J. Wimberly	8 Rowland Court	\$6,000
Peggy S. Helms	115 Southeast Kalash Road	\$1,365
Catherine R. Belk	416 Greve Road	\$1,525
Angelina Stallworth	803 Massachusetts Avenue	\$3,647
Sarah Conner	808 Lucerne Avenue	\$2,367
Alice M. Ripley	4 Northwest Kalash Road	\$1,200
Robert E. Wailes, Jr. and Linda L. Wailes	217 Bryant Road	\$1,792
Linda L. Suermann	3 Northwest Kalash Road	\$1,575

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

**BACKGROUND:**

The aforementioned property owners have satisfied their one-year compliance with the Residential Rehab Grant Program.

**BUDGETARY IMPACT:**

There will be no budgetary impact.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney, has reviewed and approved the Cancellation of Lien documents as to form and legal sufficiency.

**PERSONNEL:**

Neighborhood & Human Services/Community Redevelopment Agency (NHS/CRA) staff coordinates the Residential Rehab Grant Program and all associated administrative functions.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Current practice requires Board approval for Residential Rehab Grant Program lien cancellation.

**IMPLEMENTATION/COORDINATION:**

Upon obtaining the Chairman's signature, the Clerk of Court will record the Cancellation of Lien documents for the owners.

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**Attachments**

LienCx Wimberly Sept2017

LienCx Helms Sept2017

LienCx Belk Sept2017

LienCx Stallworth Sept2017

LienCx Conner Sept2017

LienCx Ripley Sept2017

LienCx Wailes Sept2017

LienCx Suermann Sept2017

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STATE OF FLORIDA  
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$6,000 executed by Charles H., Jr. and Elizabeth J. Wimberly, and recorded in Official Record Book 7566 at pages 991-992, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

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

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

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

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

Approved as to form and legal  
sufficiency.

By/Title: Kelly A. GAA  
Date: 8/14/17

Prepared by:  
Max Rogers, AICP  
Neighborhood & Human Services Department  
Community Redevelopment Agency  
221 Palafox Place, Suite 305  
Pensacola, FL 32502

3/17/2016 CAR II-4 A(9)

**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program  
Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency**

**Lien Agreement**

<b>Applicant Name(s)</b> <b><u>Charles H., Jr. and</u></b> <b><u>Elizabeth J. Wimberly</u></b>	<b>Address of Property</b> <b><u>8 Rowland Court</u></b> <b><u>Pensacola, FL 32507</u></b>	<b>Property Reference No.</b> <b><u>50-2S-30-6093-000-012</u></b>
--	--	--

**Total Amount of Lien** **\$6,000**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Pam Childers  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2016058478 08/01/2016 at 11:53 AM  
OFF REC BK: 7566 PG: 991 - 992 Doc Type: L  
RECORDING: \$18.50

Date: 3/21/2016 Verified By: J. Lanier

For Recipient(s):

*[Handwritten Signature]*

Charles H. Wimberly, Jr., Property Owner

*[Handwritten Signature]*

Elizabeth J. Wimberly, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of February, 2016 by Charles H. Wimberly, Jr., Property Owner. He  is personally known to me or  has produced \_\_\_\_\_ as identification.

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of February, 2016 by Elizabeth J. Wimberly, Property Owner. She  is personally known to me or  has produced \_\_\_\_\_ as identification.



KIMBERLY COOPER  
MY COMMISSION # FF 935596  
EXPIRES: November 23, 2019  
Bonded Thru Budget Notary Service

*[Handwritten Signature]*

Signature of Notary Public

(Notary Seal)

Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: *[Handwritten Signature]*  
Grover C. Robinson, IV, Chairman

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



*[Handwritten Signature]*  
Deputy Clerk

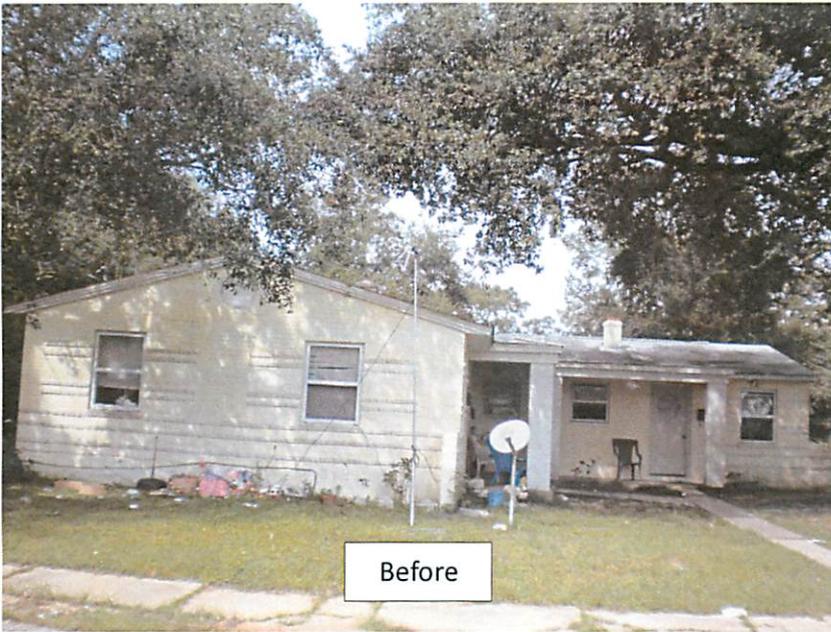
Date Executed: 3/17/2016

BCC Approved: 03-17-2016

This instrument prepared by:  
Max Rogers, AICP, Development Program Manager  
Neighborhood and Human Services Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: *[Handwritten Signature]*  
Date: 3/17/16



Warrington District

8 Rowland Court

**Replace Roof**

Project Total \$12,075

Grant Total \$6,000



STATE OF FLORIDA  
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$1,365 executed by Peggy S. Helms, and recorded in Official Record Book 7566 at pages 993-994, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

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

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

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

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

Approved as to form and legal  
sufficiency.

By/Title: JohndACA  
Date: 8/14/12

Prepared by:  
Max Rogers, AICP  
Neighborhood & Human Services Department  
Community Redevelopment Agency  
221 Palafox Place, Suite 305  
Pensacola, FL 32502

5/19/2016 CAR #7

**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program**

Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

**Applicant Name**  
**Peggy S. Helms**

**Address of Property**  
**115 Southeast Kalash Road**  
**Pensacola, FL 32507**

**Property Reference No.**  
**50-2S-30-6090-540-025**

**Total Amount of Lien**

**\$1,365**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

**Pam Childers**  
**CLERK OF THE CIRCUIT COURT**  
**ESCAMBIA COUNTY FLORIDA**  
INST# 2016058479 08/01/2016 at 11:53 AM  
OFF REC BK: 7566 PG: 993 - 994 Doc Type: L  
RECORDING: \$18.50

Date: 5/24/2016 Verified By: J. Saruw

For Recipient:

Peggy S Helms  
Peggy S. Helms, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of April, 2016 by Peggy S. Helms, Property Owner. She  is personally known to me or  has produced \_\_\_\_\_ as identification.

Maxwell Rogers  
Signature of Notary Public

(Notary Seal)



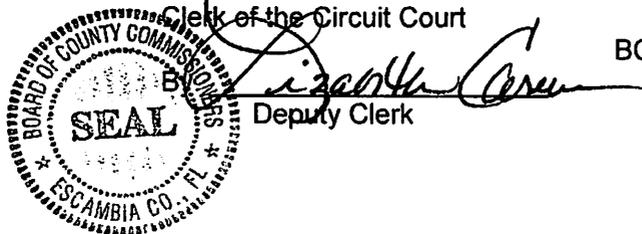
MAXWELL ROGERS  
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: Grover C. Robinson, IV  
Grover C. Robinson, IV, Chairman

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

Date Executed: 5/20/2016



BCC Approved: 05-19-2016

Approved as to form and legal sufficiency.

By/Title: J. W. A. A. C. A.  
Date: 4/12/16

This instrument prepared by:  
Max Rogers, AICP, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502



Warrington District

115 Southeast Kalash Road

**Sanitary sewer connection**

Project Total \$2,731

Grant Total \$1,365



STATE OF FLORIDA  
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$1,525** executed by **Catherine R. Belk**, and recorded in Official Record Book **7566** at pages **995-996**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

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

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

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

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

Approved as to form and legal  
sufficiency.

By/Title: K. Childers  
Date: 8/14/17

Prepared by:  
Max Rogers, AICP  
Neighborhood & Human Services Department  
Community Redevelopment Agency  
221 Palafox Place, Suite 305  
Pensacola, FL 32502

5/19/2014 CAA II.7

**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program**  
Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

**Applicant Name**  
**Catherine R. Belk**

**Address of Property**  
**416 Greve Road**  
**Pensacola, FL 32507**

**Property Reference No.**  
**50-2S-30-6090-604-027**

**Total Amount of Lien**

**\$1,525**

Date: 5/24/2014 Verified By:

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

**Pam Childers**  
**CLERK OF THE CIRCUIT COURT**  
**ESCAMBIA COUNTY FLORIDA**  
INST# 2016058480 08/01/2016 at 11:53 AM  
OFF REC BK: 7566 PG: 995 - 996 Doc Type: L  
RECORDING: \$18.50

For Recipient:

Catherine R. Belk  
Catherine R. Belk, Property Owner

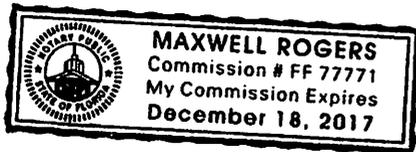
STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15th day of April, 2016 by Catherine R. Belk, Property Owner. She () is personally known to me or () has produced FL Driver Lic as identification.

Maxwell Rogers  
Signature of Notary Public

(Notary Seal)

MAXWELL ROGERS  
Printed Name of Notary Public



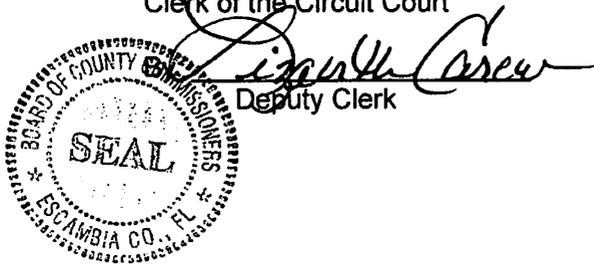
For: **Board of County Commissioners of Escambia County**

By: Grover C. Robinson, IV  
Grover C. Robinson, IV, Chairman

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

Date Executed: 5/20/2016

BCC Approved: 05-19-2016



Approved as to form and legal sufficiency.

By/Title: [Signature]  
Date: 4/13/16

This instrument prepared by:  
Max Rogers, AICP, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502



Warrington District

416 Greve Road

**Sanitary sewer connection**

Project Total \$3,050

Grant Total \$1,525



STATE OF FLORIDA  
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$3,647** executed by **Angelina Stallworth**, and recorded in Official Record Book **7569** at pages **1279-1280**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

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

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

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

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

Approved as to form and legal  
sufficiency.

By/Title: K. Alvarado  
Date: 8/14/17

Prepared by:  
Max Rogers, AICP  
Neighborhood & Human Services Department  
Community Redevelopment Agency  
221 Palafox Place, Suite 305  
Pensacola, FL 32502

**Escambia County  
Clerk's Original**

6/16/2016 CRA #10

**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program**

Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name(s) <u><b>Angelina Stallworth</b></u>	Address of Property <u><b>803 Massachusetts Avenue Pensacola, FL 32505</b></u>	Property Reference No. <u><b>09-2S-30-0550-000-017</b></u>
--	---	---

**Total Amount of Lien** **\$3,647**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Date: 6/16/2016 Verified By: J. Searcy

Pam Childers  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2016060185 08/05/2016 at 02:06 PM  
OFF REC BK: 7569 PG: 1279 - 1280 Doc Type: L  
RECORDING: \$18.50

For Recipient: [Signature]  
Angelina Stallworth, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of May, 2016 by Angelina Stallworth, Property Owner. She () is personally known to me or () has produced FL Drivers LIC as identification.

[Signature]  
Signature of Notary Public  
MAXWELL ROGERS  
Printed Name of Notary Public

(Notary Seal)



For: **Board of County Commissioners of Escambia County**

By: [Signature]  
Grover C. Robinson, N, Chairman

ATTEST: [Signature]  
**PAM CHILDERS**  
Clerk of the Circuit Court  
[Signature]  
Deputy Clerk

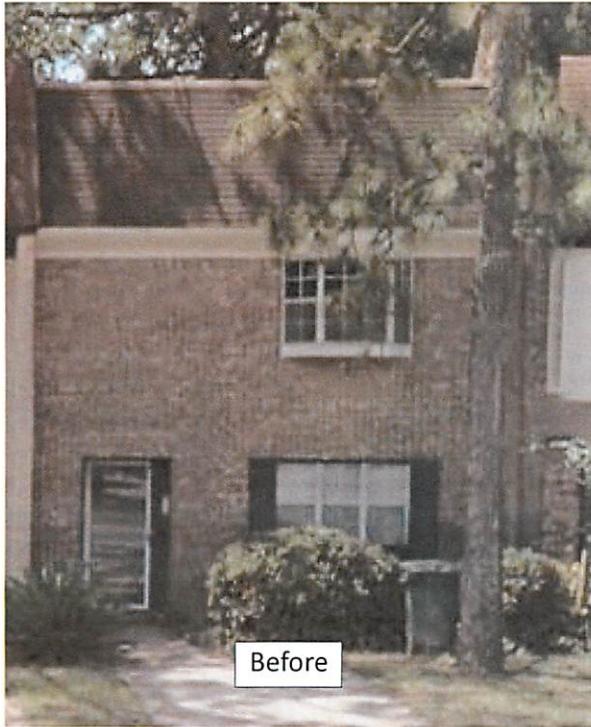
Date Executed: 6/16/2016

BCC Approved: 06-16-2016



Approved as to form and legal sufficiency  
By/Title: [Signature]  
Date: 5/17/16

This instrument prepared by:  
Max Rogers, AICP, Development Program Manager  
Neighborhood and Human Services Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502



Palafox District

803 Massachusetts Avenue

**Install new windows**

Project Total \$7,268

Grant Total \$3,634



STATE OF FLORIDA  
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$2,367 executed by Sarah Conner, and recorded in Official Record Book 7569 at pages 1277-1278, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

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

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

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

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

Approved as to form and legal  
sufficiency.

By/Title: Kellie OACA  
Date: 8/19/17

Prepared by:  
Max Rogers, AICP  
Neighborhood & Human Services Department  
Community Redevelopment Agency  
221 Palafox Place, Suite 305  
Pensacola, FL 32502

**Escambia County  
Clerk's Original**

6/16/2016 CRA TRD

**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program**

Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

**Applicant Name(s)**  
**Sarah Conner**

**Address of Property**  
**808 Lucerne Avenue**  
**Pensacola, FL 32505**

**Property Reference No.**  
**46-1S-30-1100-030-009**

**Total Amount of Lien**

**\$2,367**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

**Pam Childers**  
**CLERK OF THE CIRCUIT COURT**  
**ESCAMBIA COUNTY FLORIDA**  
INST# 2016060184 08/05/2016 at 02:06 PM  
OFF REC BK: 7569 PG: 1277 - 1278 Doc Type: L  
RECORDING: \$18.50

Date: 6/16/2016 Verified By: *[Signature]*

For Recipient:

Sarah Conner  
Sarah Conner, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of May 2016 by Sarah Conner, Property Owner. She ( ) is personally known to me or (X) has produced FLDL 822-0 as identification.



ZAKKIYAH Q. OSUIGWE  
MY COMMISSION # FF 054108  
EXPIRES: September 15, 2017  
Bonded Thru Budget Notary Services

Zakkiyah Osuigwe  
Signature of Notary Public  
Zakkiyah Osuigwe  
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: Grover C. Robinson, IV  
Grover C. Robinson, IV, Chairman

ATTEST: **PAM CHILDERS**  
Clerk of the Circuit Court  
Pam Childers  
Deputy Clerk



Date Executed: 6/16/2016  
BCC Approved: 06-16-2016

This instrument prepared by:  
Zakkiyah Osuigwe, Development Program Manager  
Neighborhood and Human Services Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency  
By/Title: [Signature]  
Date: 5/3/16



Before

Palafox District  
808 Lucerne Avenue  
**Replace roof**  
Project Total \$4,735  
Grant Total \$2,367



After

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$1,200** executed by **Alice M. Ripley**, and recorded in Official Record Book **7566** at pages **997-998**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

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

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

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

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

Approved as to form and legal  
sufficiency.

By/Title: Kellyn P. A. A.  
Date: 8/14/17

Prepared by:  
Max Rogers, AICP  
Neighborhood & Human Services Department  
Community Redevelopment Agency  
221 Palafox Place, Suite 305  
Pensacola, FL 32502

Wettable CRA #10

**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program**

Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name  
**Alice M. Ripley**

Address of Property  
**4 Northwest Kalash Road  
Pensacola, FL 32507**

Property Reference No.  
**50-2S-30-6090-245-013**

**Total Amount of Lien**

**\$1,200**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Verified By: *[Signature]*  
Date: *Wettable*

Pam Childers  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2016058481 08/01/2016 at 11:53 AM  
OFF REC BK: 7566 PG: 997 - 998 Doc Type: L  
RECORDING: \$18.50

For Recipient:

Alice M. Ripley  
Alice M. Ripley, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of April, 2016 by Alice M. Ripley, Property Owner. She () is personally known to me or () has produced FL Drivers Lic as identification.

[Signature]  
Signature of Notary Public

(Notary Seal)



MAXWELL ROGERS  
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: [Signature]  
Grover C. Robinson, IV, Chairman

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

Date Executed: 6/16/2016

BCC Approved: 06-16-2016



[Signature]  
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: [Signature]  
Date: 6/26/16

This instrument prepared by:  
Max Rogers, AICP, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502



Warrington District  
4 Northwest Kalash  
**Sanitary sewer connection**  
Project Total \$2,400  
Grant Total \$1,200



STATE OF FLORIDA  
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$1,792 executed by Robert E. Wailes, Jr. and Linda L. Wailes, and recorded in Official Record Book 7562 at pages 1987-1988, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

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

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

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

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

Approved as to form and legal  
sufficiency.

By/Title: K. D. [Signature]  
Date: 5/19/17

Prepared by:  
Max Rogers, AICP  
Neighborhood & Human Services Department  
Community Redevelopment Agency  
221 Palafox Place, Suite 305  
Pensacola, FL 32502

**Escambia County  
Clerk's Original**

6/16/2016 CAR  
4-10

**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program**

Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name(s)

Robert E. Wailes, Jr. and  
Linda L. Wailes

Address of Property

217 Bryant Road  
Pensacola, FL 32507

Property Reference No.

50-2S-30-6090-251-013

**Total Amount of Lien**

**\$1,792**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Pam Childers  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2016056733 07 25 2016 at 03 52 PM  
OFF REC BK 7562 PG 1987 - 1988 Doc Type L  
RECORDING: \$18 50

Date: 6/16/2016 Verified By: P. Senne

For Recipient(s):

Robert E. Wailes, Jr.  
Robert E. Wailes, Jr., Property Owner  
Linda L. Wailes  
Linda L. Wailes, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of May, 2016 by Robert E. Wailes, Jr., Property Owner. He  is personally known to me or  has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of May, 2016 by Linda L. Wailes, Property Owner. She  is personally known to me or  has produced FL Drivers Lic as identification.

[Signature]  
Signature of Notary Public  
MAXWELL ROGERS  
Printed Name of Notary Public

(Notary Seal)



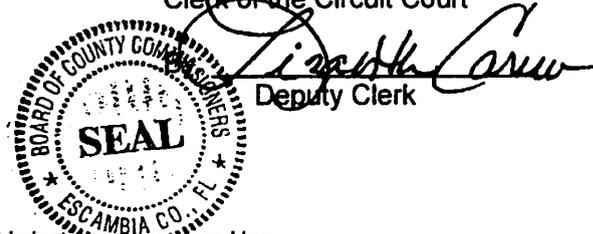
For: **Board of County Commissioners of Escambia County**

By: [Signature]  
Grover C. Robinson, IV, Chairman

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

Date Executed: 6/16/2016

BCC Approved: 06-16-2016



This instrument prepared by:  
Max Rogers, AICP, Development Program Manager  
Neighborhood and Human Services Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency

By/Title: [Signature]  
Date: 5/12/16



Warrington District

217 Bryant Road

**Sanitary sewer connection**

Project Total \$3,585

Grant Total \$1,792



STATE OF FLORIDA  
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$1,575 executed by Linda L. Suermann, and recorded in Official Record Book 7570 at pages 959-960, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

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

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

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

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

Approved as to form and legal  
sufficiency.

By/Title: Kellum DADA  
Date: 8/14/17

Prepared by:  
Max Rogers, AICP  
Neighborhood & Human Services Department  
Community Redevelopment Agency  
221 Palafox Place, Suite 305  
Pensacola, FL 32502

Escambia County  
Clerk's Original

Pam Childers  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2016060661 08.08.2016 at 03:08 PM  
OFF REC BK: 7570 PG: 959 - 960 Doc Type: L  
RECORDING \$13.50

7/19/2016 CAL II-2

**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program**

Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name  
Linda L. Suermann

Address of Property  
3 Northwest Kalash Road  
Pensacola, FL 32507

Property Reference No.  
50-2S-30-6090-142-009

**Total Amount of Lien**

**\$1,575**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Date: 7/22/2016 Verified By: J. Sauer

For Recipient:

Linda L. Suermann  
Linda L. Suermann, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of May, 2016 by Linda L. Suermann, Property Owner. She  is personally known to me or  has produced \_\_\_\_\_ as identification.

[Signature]  
Signature of Notary Public

MAXWELL ROGERS  
Printed Name of Notary Public



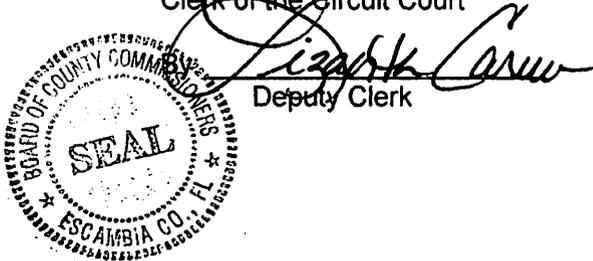
For: **Board of County Commissioners of Escambia County**

By: [Signature]  
Grover C. Robinson, IV, Chairman

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

Date Executed: 7/19/2016

BCC Approved: 07-19-2016



Approved as to form and legal sufficiency

By/Title: [Signature]  
Date: 7/20/16

This instrument prepared by:  
Max Rogers, AICP, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502



Before

Warrington District  
3 Northwest Kalash  
**Sanitary sewer connection**  
Project Total \$2,750  
Grant Total \$1,375



After



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

AI-12887

County Administrator's Report 10. 7.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/21/2017

Issue: Commercial Sign Grant Program Funding Agreement

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

---

**RECOMMENDATION:**

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

That the Board ratify the following September 21, 2017, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Sign Grant Program Funding Agreement for the property located at 211 East Nine Mile Road:

A. Approving the Commercial Sign Grant Program Funding Agreement between Escambia County CRA and Frauenshuh Hospitality Group of FL, LLC, owner of commercial property located at 211 East Nine Mile Road, Pensacola, Florida, in the Ensley Redevelopment District, in the amount of \$2,000, representing an in-kind match through the Ensley Tax Increment Financing (TIF), Fund 151, Cost Center 370119, and/or Neighborhood Enterprise Division (NED) 2013 Community Development Block Grant (CDBG), Fund 129, Cost Center 370218, to install a new sign; and

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

**BACKGROUND:**

On September 21, 2017, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Frauenshuh Hospitality Group of FL, LLC. A rendering of the project is attached.

**BUDGETARY IMPACT:**

Funding for the Grant will be provided through the Ensley Tax Increment Financing (TIF), Fund 151, Cost Center 370119, and/or NED 2013 CDBG, Fund 129, Cost Center 370218.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Funding Agreement was reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

**PERSONNEL:**

Neighborhood & Human Services Department/Community Redevelopment Agency (NHS/CRA) staff will handle this Grant award.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board approval is required for disbursement of funds to all private individuals or outside agencies.

**IMPLEMENTATION/COORDINATION:**

NHS/CRA staff, in coordination with the property owner(s), handles all implementation tasks. NHS/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

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**Attachments**

Agreement FrauenshuhHospitalityGroupofFL, LLC September2017

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**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
COMMERCIAL SIGN GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 21<sup>st</sup> day of September 2017, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Frauenshuh Hospitality Group of FL, LLC, (the "Recipient"), lessee of commercial property located at 211 East Nine Mile Road, Pensacola, Florida, 32507.

**WITNESSETH:**

**WHEREAS**, the CRA has established the **Commercial Sign Grant Program** (the "Program") to provide Grants to qualified businesses for projects within the boundaries of the County's designated Community Redevelopment Areas; and

**WHEREAS**, the Recipient has applied for a Grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

**WHEREAS**, the parties wish to define their rights and obligations with respect to the Project and the Program Grant to be provided to the Recipient.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.
2. Commercial Sign Grant Program: The CRA awards to the Recipient a Program Grant in the maximum amount of \$2,000, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. In-Kind Match: The Recipient shall provide matching funds in the total amount of \$2,000, which shall be comprised of a cash contribution of \$2,000.
4. Project: The Project funded by the Grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. Term: The work to be performed for the Project shall commence after the 21<sup>st</sup> day of September 2017, and the Project shall be complete on or before the 21<sup>st</sup> day of December 2017, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may Grant the extension. However, the CRA's agreement to Grant the extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use as it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of Grant funds disbursed under this Agreement.

11. Recipient as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not an employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the Grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all

persons designated by Recipient to purchase goods, services, and equipment for the Project, and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Max Rogers, AICP, Development Program Manager  
Community & Environment Department  
221 Palafox Place, Suite 305  
Pensacola, Florida 32502

Recipient:

Frauenshuh Hospitality Group  
of FL, LLC  
7101 West 78<sup>th</sup> Street  
Minneapolis, MN 55439

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: **Escambia County  
Board of County Commissioners**

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

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

Date Executed: \_\_\_\_\_

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

BCC Approved: \_\_\_\_\_

(SEAL)

For Recipient:  
  
\_\_\_\_\_  
**Matthew Frauenshuh, Manager**

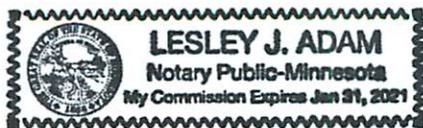
*Minnesota*  
STATE OF FLORIDA  
COUNTY OF ~~ESCAMBIA~~ *Menapin*

The foregoing instrument was acknowledged before me this 18 day of July 2017 by Matthew Frauenshuh, Recipient. He () is personally known to me or () has produced \_\_\_\_\_ as identification.

  
\_\_\_\_\_  
Signature of Notary Public

(Notary Seal)

Lesley J. Adam  
\_\_\_\_\_  
Printed Name of Notary Public



Approved as to form and legal sufficiency.

By/Title:   
Date: 7/13/17

**EXHIBIT I**

**COMMERCIAL SIGN GRANT PROJECT**

Recipient: **Frauenshuh Hospitality Group of FL, LLC**  
Property Address: **211 East Nine Mile Road, Pensacola, FL 32534**

The "Project" includes the following improvements to the above referenced property:

**Install new signs.**

This instrument prepared by:  
Max Rogers, AICP, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502



## **Install New Signs**

**211 East Nine Mile Road – Frauenshuh Hospitality  
Group of FL, LLC**



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

AI-12884

County Administrator's Report 10. 8.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/21/2017

Issue: Residential Rehab Grant Program Funding and Lien Agreements

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

---

**RECOMMENDATION:**

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

That the Board ratify the following September 21, 2017, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the eight Residential Rehab Grant Program Funding and Lien Agreements:

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

1. The Agreements between Escambia County CRA and Geoffrey M. Brown, owner of residential property located at 26 Kennington Drive, Warrington Redevelopment District, each in the amount of \$1,995, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to replace roof;
2. The Agreements between Escambia County CRA and Susan A. Burroughs, owner of residential property located at 214 Bill Place, Warrington Redevelopment District, each in the amount of \$1,950, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to replace roof;
3. The Agreements between Escambia County CRA and Ryan W. Gerke and Britney G. Hiras, owners of residential property located at 4 Greve Court, Warrington Redevelopment District, each in the amount of \$1,815, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, for sanitary sewer connections;
4. The Agreements between Escambia County CRA and Gloria Gilbert, owner of residential property located at 109 South Jamaica

Street, Warrington Redevelopment District, each in the amount of \$2,348, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to install new windows;

5. The Agreements between Escambia County CRA and John T. Harp, owner of residential property located at 1103 North Old Corry Field Road, Brownsville Redevelopment District, each in the amount of \$5,036, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370113, to install new windows and storm shutter installation;
6. The Agreements between Escambia County CRA and Cheryl J. Holbert, owner of residential property located at 208 West Sunset Avenue, Warrington Redevelopment District, each in the amount of \$1,760, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, for sanitary sewer connections;
7. The Agreements between Escambia County CRA and Richard B. Page, owner of residential property located at 307 South First Street, Warrington Redevelopment District, each in the amount of \$3,588 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to replace roof; and
8. The Agreements between Escambia County CRA and Glen C. Sefcik, owner of residential property located at 307 Lakewood Road, Barrancas Redevelopment District, each in the amount of \$4,537, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, to replace roof; and

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

**BACKGROUND:**

The intent of the matching Grant program is to promote private investment which will upgrade the appearance, property values, and economic activity for commercial and residential properties within the designated CRA areas. A rendering of each project is attached.

**BUDGETARY IMPACT:**

Funding for the Grants will be provided as follows:

1. Richard L. Burdess, Warrington TIF, Cost Center 370114, in the amount of \$3,067
2. Susan A. Burroughs, Warrington TIF, Cost Center 370114, in the amount of \$1,950
3. Ryan W. Gerke and Britney G. Hiras, Warrington TIF, Cost Center 370114, in the amount of \$1,815
4. Gloria Gilbert, Warrington TIF, Cost Center 370114, in the amount of \$2,348
5. John T. Harp, Brownsville TIF, Cost Center 370113, in the amount of \$5,036
6. Cheryl J. Holbert, Warrington TIF, Cost Center 370114, in the amount of \$1,760
7. Richard B. Page, Warrington TIF, Cost Center 370114, in the amount of \$3,588

8. Glen C. Sefcik, Barrancas TIF, Cost Center 370116, in the amount of \$4,537

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by the County Attorney's Office.

**PERSONNEL:**

Neighborhood & Human Services/Community Redevelopment Agency (NHS/CRA) staff will handle these Grant awards.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board approval is required for disbursement of funds to all private individuals or outside agencies.

**IMPLEMENTATION/COORDINATION:**

NHS/CRA staff, in coordination with the property owner, handles all implementation tasks. NHS/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

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**Attachments**

Agreement Brown Sept2017

Agreement Burroughs Sept2017

Agreement Gerke & Hiras Sept2017

Agreement Gilbert Sept2017

Agreement Harp Sept2017

Agreement Holbert Sept2017

Agreement Page Sept2017

Agreement Sefcik Sept2017

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**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 21<sup>st</sup> day of September 2017, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Geoffrey M. Brown, (the "Recipient"), owner of residential property located at 26 Kennington Drive, Pensacola, Florida, 32507.

**WITNESSETH:**

**WHEREAS**, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

**WHEREAS**, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

**WHEREAS**, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of **\$1,995**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$1,995**, which shall be comprised of a cash contribution of **\$1,995**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **21<sup>st</sup>** day of **September 2017**, and the Project shall be complete on or before the **21<sup>st</sup>** day of **December 2017**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.
8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.
9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.
10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.
11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.
12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.
13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Max Rogers, AICP  
Development Program Manager  
Neighborhood and Human Services Dept.  
Community Redevelopment Agency  
221 Palafox Place, Ste. 305  
Pensacola, Florida 32502

Recipient:

Geoffrey M. Brown  
26 Kennington Drive  
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

**For: Board of County Commissioners of Escambia County**

Approved as to form and legal sufficiency

By/Title: [Signature]  
Date: 8/3/17

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

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

Date Executed: \_\_\_\_\_

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

BCC Approved: \_\_\_\_\_

(SEAL)

**For Recipient:**

[Signature]  
**Geoffrey M. Brown, Property Owner**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 8th day of August, 2017 by Geoffrey M. Brown, Property Owner. He ( ) is personally known to me or (  ) has produced FL ID Card as identification.



[Signature]  
Signature of Notary Public  
MAXWELL ROGERS  
Printed Name of Notary Public

**EXHIBIT I**

**RESIDENTIAL REHAB GRANT PROJECT**

Property Owner(s): **Geoffrey M. Brown**

Property Address: **26 Kennington Drive, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

**Replace roof.**

**Escambia County Community Redevelopment Agency**  
**Residential Rehab Grant Program**  
Administered By: Escambia County Neighborhood and Human Services Department  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name  
**Geoffrey M. Brown**

Address of Property  
**26 Kennington Drive**  
**Pensacola, FL 32507**

Property Reference No.  
**37-2S-30-9001-130-005**

**Total Amount of Lien**

**\$1,995**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

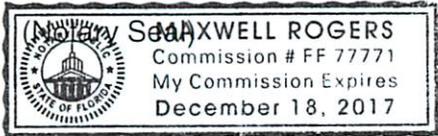
Geoffrey M. Brown  
Geoffrey M. Brown, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of August, 2017 by Geoffrey M. Brown, Property Owner. He () is personally known to me or () has produced FL ID Card as identification.

[Signature]  
Signature of Notary Public

MAXWELL ROGERS  
Printed Name of Notary Public



For: **Board of County Commissioners of Escambia County**

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

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

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

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

Approved as to form and legal sufficiency

[Signature]  
By/Title: \_\_\_\_\_  
Date: 8/3/17

This instrument prepared by:  
Max Rogers, AICP, Development Program Manager  
Neighborhood and Human Services Department  
Community Redevelopment Agency  
221 Palafox Place, Ste. 305  
Pensacola, FL 32502



**Replace roof**

**26 Kennington Drive – Geoffrey M. Brown**

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 21<sup>st</sup> day of September 2017, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Susan A. Burroughs, (the "Recipient"), owner of residential property located at 214 Bill Place, Pensacola, Florida, 32507.

**WITNESSETH:**

**WHEREAS**, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

**WHEREAS**, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

**WHEREAS**, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of \$1,950, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of \$1,950, which shall be comprised of a cash contribution of \$1,950.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the 21<sup>st</sup> day of September 2017, and the Project shall be complete on or before the 21<sup>st</sup> day of December 2017, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Max Rogers, AICP  
Development Program Manager  
Neighborhood and Human Services Dept.  
Community Redevelopment Agency  
221 Palafox Place, Ste. 305  
Pensacola, Florida 32502

Recipient:

Susan A. Burroughs  
214 Bill Place  
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

**For: Board of County Commissioners of Escambia County**

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

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

Date Executed: \_\_\_\_\_

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

BCC Approved: \_\_\_\_\_

(SEAL)

**For Recipient:**

*Susan A. Burroughs*  
**Susan A. Burroughs, Property Owner**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of August, 2017 by Susan A. Burroughs, Property Owner. She ( ) is personally known to me or (  ) has produced FL Drivers Lic as identification.



*[Signature]*  
Signature of Notary Public  
MAXWELL ROGERS  
Printed Name of Notary Public

Approved as to form and legal sufficiency.

By/Title: *[Signature]*  
Date: 8/22/17

**EXHIBIT I**

**RESIDENTIAL REHAB GRANT PROJECT**

Property Owner(s): **Susan A. Burroughs**  
Property Address: **214 Bill Place, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

**Replace roof.**

**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program**  
Administered By: Escambia County Neighborhood and Human Services Department  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name  
**Susan A. Burroughs**

Address of Property  
**214 Bill Place**  
**Pensacola, FL 32507**

Property Reference No.  
**37-2S-30-1000-017-006**

**Total Amount of Lien**

**\$1,950**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Susan A. Burroughs  
Susan A. Burroughs, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of August, 2017 by Susan A. Burroughs, Property Owner. She ( ) is personally known to me or (✓) has produced FL Drivers Lic as identification.

Maxwell Rogers  
Signature of Notary Public

MAXWELL ROGERS  
Printed Name of Notary Public



For: **Board of County Commissioners of Escambia County**

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

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

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

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

Approved as to form and legal sufficiency.

By/Title: K. Underhill  
Date: 8/22/17

This instrument prepared by:  
Max Rogers, AICP, Development Program Manager  
Neighborhood and Human Services Department  
Community Redevelopment Agency  
221 Palafox Place, Ste. 305  
Pensacola, FL 32502



**Replace roof**

**214 Bill Place – Susan A. Burroughs**

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 21<sup>st</sup> day of September 2017, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Ryan W. Gerke and Britney G. Hiras, (the "Recipient(s)"), owner of residential property located at 4 Greve Court, Pensacola, Florida, 32507.

**WITNESSETH:**

**WHEREAS**, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

**WHEREAS**, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

**WHEREAS**, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **\$1,815**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$1,815**, which shall be comprised of a cash contribution of **\$1,815**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **21<sup>st</sup>** day of **September 2017**, and the Project shall be complete on or before the **21<sup>st</sup>** day of **December 2017**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Max Rogers, AICP, Development Program Mgr.  
Neighborhood & Human Services Dept.  
Community Redevelopment Agency  
221 Palafox Place, Ste. 305  
Pensacola, Florida 32502

Recipient(s):

Ryan W. Gerke and Britney G. Hiras  
4 Greve Court  
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: **Board of County Commissioners of Escambia County**

Approved as to form and legal sufficiency:  
By/Title: [Signature]  
Date: 8/11/17

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

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

Date Executed: \_\_\_\_\_

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

BCC Approved: \_\_\_\_\_

(SEAL)

For Recipient(s):

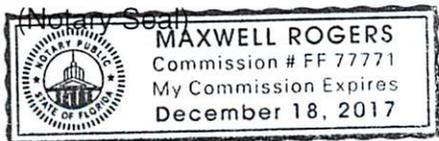
[Signature]  
\_\_\_\_\_  
**Ryan W. Gerke, Property Owner**  
[Signature]  
\_\_\_\_\_  
**Britney G. Hiras, Property Owner**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of August, 2017 by Ryan W. Gerke, Property Owner. He ( ) is personally known to me or (  ) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of August, 2017 by Britney G. Hiras, Property Owner. She ( ) is personally known to me or (  ) has produced FL Drivers Lic as identification.

[Signature]  
\_\_\_\_\_  
Signature of Notary Public  
MAXWELL ROGERS  
\_\_\_\_\_  
Printed Name of Notary Public



**EXHIBIT I**

**RESIDENTIAL REHAB GRANT PROJECT**

Property Owner(s): **Ryan W. Gerke and Britney G. Hiras**  
Property Address: **4 Greve Court, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

**Sanitary sewer connection.**

**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program**

Administered By: Escambia County Neighborhood and Human Services Department  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name(s)  
**Ryan W. Gerke and  
Britney G. Hiras**

Address of Property  
**4 Greve Court  
Pensacola, FL 32507**

Property Reference No.  
**50-2S-30-6090-328-016**

**Total Amount of Lien**

**\$1,815**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s):

[Signature]  
Ryan W. Gerke, Property Owner

[Signature]  
Britney G. Hiras, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of August, 2017 by Ryan W. Gerke, Property Owner. He ( ) is personally known to me or (  ) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of August, 2017 by Britney G. Hiras, Property Owner. She ( ) is personally known to me or (  ) has produced FL Drivers Lic as identification.

[Signature]  
Signature of Notary Public

MAXWELL ROGERS  
Printed Name of Notary Public



For: **Board of County Commissioners of Escambia County**

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

ATTEST: **PAM CHILDERS**  
Clerk of the Circuit Court  
  
By: \_\_\_\_\_  
Deputy Clerk

Date Executed: \_\_\_\_\_  
BCC Approved: \_\_\_\_\_

This instrument prepared by:  
Max Rogers, AICP, Development Program Manager  
Neighborhood and Human Services Department  
Community Redevelopment Agency  
221 Palafox Place, Ste. 305  
Pensacola, FL 32502

Approved as to form and legal sufficiency.  
[Signature]  
By/Title: \_\_\_\_\_  
Date: 8/11/17



**Sanitary sewer connection**

**4 Greve Court – Ryan W. Gerke and Britney G. Hiras**

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 21<sup>st</sup> day of September 2017, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Gloria Gilbert, (the "Recipient"), owner of residential property located at 109 South Jamaica Street, Pensacola, Florida, 32507.

**WITNESSETH:**

**WHEREAS**, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

**WHEREAS**, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

**WHEREAS**, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of **\$2,348**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$2,348**, which shall be comprised of a cash contribution of **\$2,348**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **21<sup>st</sup>** day of **September 2017**, and the Project shall be complete on or before the **21<sup>st</sup>** day of **December 2017**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Max Rogers, AICP  
Development Program Manager  
Neighborhood and Human Services Dept.  
Community Redevelopment Agency  
221 Palafox Place, Ste. 305  
Pensacola, Florida 32502

Recipient:

Gloria Gilbert  
109 South Jamaica Street  
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: **Board of County Commissioners of Escambia County**

Approved as to form and legal sufficiency.  
By/Title: [Signature]  
Date: [Signature]

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

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

Date Executed: \_\_\_\_\_

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

BCC Approved: \_\_\_\_\_

(SEAL)

For Recipient:

[Signature]  
**Gloria Gilbert, Property Owner**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of August, 2017 by Gloria Gilbert, Property Owner. She () is personally known to me or () has produced FL Drivers Lic as identification.



[Signature]  
Signature of Notary Public  
MAXWELL ROGERS  
Printed Name of Notary Public

**EXHIBIT I**

**RESIDENTIAL REHAB GRANT PROJECT**

**Property Owner(s): Gloria Gilbert**

**Property Address: 109 South Jamaica Street, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

**Install new windows.**

**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program**  
Administered By: Escambia County Neighborhood and Human Services Department  
Community Redevelopment Agency

**Lien Agreement**

**Applicant Name**  
**Gloria Gilbert**

**Address of Property**  
**109 South Jamaica Street**  
**Pensacola, FL 32507**

**Property Reference No.**  
**51-2S-30-7061-080-014**

**Total Amount of Lien**

**\$2,348**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Gloria Gilbert  
Gloria Gilbert, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15th day of August, 2017 by Gloria Gilbert, Property Owner. She () is personally known to me or () has produced FL Drivers Lic as identification.

Maxwell Rogers  
Signature of Notary Public

MAXWELL ROGERS  
Printed Name of Notary Public



For: **Board of County Commissioners of Escambia County**

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

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

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

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

Approved as to form and legal sufficiency.

By/Title: [Signature]  
Date: 8/11/17

This instrument prepared by:  
Max Rogers, AICP, Development Program Manager  
Neighborhood and Human Services Department  
Community Redevelopment Agency  
221 Palafox Place, Ste. 305  
Pensacola, FL 32502



**Install new windows**

**109 South Jamaica Street – Gloria Gilbert**

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 21<sup>st</sup> day of September 2017, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and John T. Harp (the "Recipient"), owner of residential property located at 1103 North Old Corry Field Road, Pensacola, Florida, 32506.

**WITNESSETH:**

**WHEREAS**, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

**WHEREAS**, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

**WHEREAS**, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **\$5,036**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$5,036**, which shall be comprised of a cash contribution of **\$5,036**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **21<sup>st</sup>** day of **September**, and the Project shall be complete on or before the **21<sup>st</sup>** day of **December 2017**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Sherry Duffey, Development Program Manager  
Neighborhood & Human Services Department  
Community Redevelopment Agency  
221 Palafox Place  
Pensacola, Florida 32502

Recipient(s):

John T. Harp  
1103 North Old Corry Field Road  
Pensacola, FL 32506

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: **Board of County Commissioners of Escambia County**

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

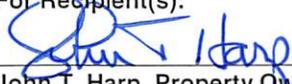
ATTEST: **PAM CHILDERS**  
**Clerk of the Circuit Court**

Date Executed: \_\_\_\_\_

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

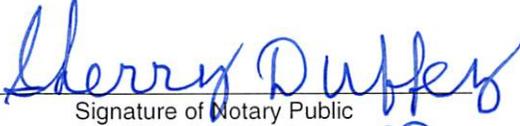
BCC Approved: \_\_\_\_\_

(SEAL)

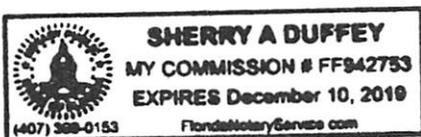
For Recipient(s):  
  
\_\_\_\_\_  
John T. Harp, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 32<sup>nd</sup> day of August, 2017 by John T. Harp, Property Owner. He ( ) is personally known to me or (  ) has produced FL Drivers License as identification.

  
\_\_\_\_\_  
Signature of Notary Public  
Sherry Duffey  
\_\_\_\_\_  
Printed Name of Notary Public

(Notary Seal)



Approved as to form and legal sufficiency.

By/Title: Edwina Acat  
Date: 8/22/17

**EXHIBIT I**

**RESIDENTIAL REHAB GRANT PROJECT**

Property Owner(s): **John T. Harp**

Property Address: **1103 North Old Corry Field Road, Pensacola, Florida, 32506**

The "Project" includes the following improvement to the above referenced property:

**Install new windows and Storm shutter installation.**

**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program**  
Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

<b>Applicant Name(s)</b> <b><u>John T. Harp</u></b>	<b>Address of Property</b> <b><u>1103 North Old Corry Field</u></b> <b><u>Road</u></b> <b><u>Pensacola, FL 32505</u></b>	<b>Property Reference No.</b> <b><u>34-2S-30-1091-000-012</u></b>
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**Total Amount of Lien** **\$5,036**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s):

John T. Harp

John T. Harp, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 22<sup>ND</sup> day of August, 2017 by John T. Harp, Property Owner. He ( ) is personally known to me or (  ) has produced FL DRIVERS LICENSE as identification.

Sherry Duffey  
Signature of Notary Public

(Notary Seal)

Sherry Duffey  
Printed Name of Notary Public



For: **Board of County Commissioners of Escambia County**

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

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

Date Executed: \_\_\_\_\_

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

BCC Approved: \_\_\_\_\_

Approved as to form and legal sufficiency.

By/Title: Kalvin O'Acia  
Date: 8/23/17

This instrument prepared by:  
Sherry Duffey, Development Program Manager  
Neighborhood and Human Services Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502

BEFORE



**Install new windows and Storm shutter installation**

**1103 North Old Corry Field Road-John T. Harp**

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 21<sup>st</sup> day of September 2017, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Cheryl J. Holbert, (the "Recipient"), owner of residential property located at 208 West Sunset Avenue, Pensacola, Florida, 32507.

**WITNESSETH:**

**WHEREAS**, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

**WHEREAS**, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

**WHEREAS**, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of \$1,760, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of \$1,760, which shall be comprised of a cash contribution of \$1,760.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the 21<sup>st</sup> day of September 2017, and the Project shall be complete on or before the 21<sup>st</sup> day of December 2017, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Max Rogers, AICP  
Development Program Manager  
Neighborhood and Human Services Dept.  
Community Redevelopment Agency  
221 Palafox Place, Ste. 305  
Pensacola, Florida 32502

Recipient:

Cheryl J. Holbert  
208 West Sunset Avenue  
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: **Board of County Commissioners of Escambia County**

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

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

Date Executed: \_\_\_\_\_

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

BCC Approved: \_\_\_\_\_

(SEAL)

For Recipient:

*Cheryl J. Holbert*  
**Cheryl J. Holbert, Property Owner**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of August, 2017 by Cheryl J. Holbert, Property Owner. She ( ) is personally known to me or (  ) has produced FL Drivers Lic as identification.



*Maxwell Rogers*  
Signature of Notary Public  
MAXWELL ROGERS  
Printed Name of Notary Public

Approved as to form and legal sufficiency.

By/Title: *Cheryl J. Holbert*  
Date: 8/23/17

**EXHIBIT I**

**RESIDENTIAL REHAB GRANT PROJECT**

Property Owner(s): **Cheryl J. Holbert**

Property Address: **208 West Sunset Avenue, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

**Sanitary sewer connection.**

**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program**  
Administered By: Escambia County Neighborhood and Human Services Department  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name  
**Cheryl J. Holbert**

Address of Property  
**208 West Sunset Avenue**  
**Pensacola, FL 32507**

Property Reference No.  
**50-2S-30-6090-265-013**

**Total Amount of Lien**

**\$1,760**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Cheryl J. Holbert

Cheryl J. Holbert, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of August, 2017 by Cheryl J. Holbert, Property Owner. She () is personally known to me or () has produced FL Drivers Lic as identification.

Maxwell Rogers

Signature of Notary Public

MAXWELL ROGERS

Printed Name of Notary Public



For: **Board of County Commissioners of Escambia County**

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

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

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

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

Approved as to form and legal sufficiency.

By/Title: Kelwa Aca  
Date: 8/23/17

This instrument prepared by:  
Max Rogers, AICP, Development Program Manager  
Neighborhood and Human Services Department  
Community Redevelopment Agency  
221 Palafox Place, Ste. 305  
Pensacola, FL 32502



**Sanitary sewer connection**

**208 West Sunset Avenue – Cheryl J. Holbert**

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 21<sup>st</sup> day of September 2017, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Richard B. Page, (the "Recipient"), owner of residential property located at 307 South First Street, Pensacola, Florida, 32507.

**WITNESSETH:**

**WHEREAS**, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

**WHEREAS**, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

**WHEREAS**, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of **\$3,588**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$3,588**, which shall be comprised of a cash contribution of **\$3,588**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **21<sup>st</sup>** day of **September 2017**, and the Project shall be complete on or before the **21<sup>st</sup>** day of **December 2017**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Max Rogers, AICP  
Development Program Manager  
Neighborhood and Human Services Dept.  
Community Redevelopment Agency  
221 Palafox Place, Ste. 305  
Pensacola, Florida 32502

Recipient:

Richard B. Page  
307 South First Street  
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: **Board of County Commissioners of Escambia County**

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

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

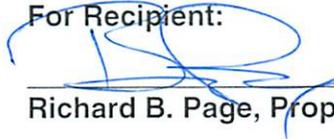
Date Executed: \_\_\_\_\_

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

BCC Approved: \_\_\_\_\_

(SEAL)

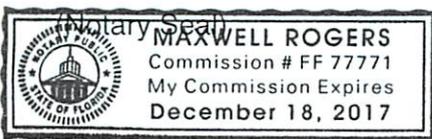
For Recipient:

  
\_\_\_\_\_  
**Richard B. Page, Property Owner**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of August, 2017 by Richard B. Page, Property Owner. He ( ) is personally known to me or (  ) has produced FL Drivers Lic as identification.

  
\_\_\_\_\_  
Signature of Notary Public  
MAXWELL ROGERS  
\_\_\_\_\_  
Printed Name of Notary Public



Approved as to form and legal sufficiency.

By/Title: Johanna A...  
Date: 8/23/17

**EXHIBIT I**

**RESIDENTIAL REHAB GRANT PROJECT**

Property Owner(s): **Richard B. Page**

Property Address: **307 South First Street, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

**Replace roof.**

**Escambia County Community Redevelopment Agency**  
**Residential Rehab Grant Program**  
Administered By: Escambia County Neighborhood and Human Services Department  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name  
**Richard B. Page**

Address of Property  
**307 South First Street**  
**Pensacola, FL 32507**

Property Reference No.  
**50-2S-30-7062-006-032**

**Total Amount of Lien**

**\$3,588**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

[Signature]  
Richard B. Page, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of August, 2017 by Richard B. Page, Property Owner. He ( ) is personally known to me or ( X ) has produced FL Drivers Lic as identification.

[Signature]

Signature of Notary Public

MAXWELL ROGERS  
Printed Name of Notary Public



For: **Board of County Commissioners of Escambia County**

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

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

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

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

Approved as to form and legal sufficiency.

By/Title: [Signature]  
Date: 8/23/17

This instrument prepared by:  
Max Rogers, AICP, Development Program Manager  
Neighborhood and Human Services Department  
Community Redevelopment Agency  
221 Palafox Place, Ste. 305  
Pensacola, FL 32502



**Replace roof**

**307 South First Street – Richard B. Page**

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 21<sup>st</sup> day of September 2017, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Glen C. Sefcik (the "Recipient"), owner of residential property located at 307 Lakewood Road, Pensacola, Florida, 32507.

**WITNESSETH:**

**WHEREAS**, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

**WHEREAS**, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

**WHEREAS**, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **\$4,537**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$4,537**, which shall be comprised of a cash contribution of **\$4,537**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **21<sup>st</sup>** day of **September 2017**, and the Project shall be complete on or before the **21<sup>st</sup>** day of **December 2017**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Sherry Duffey, Development Program Manager  
Neighborhood & Human Services Department  
Community Redevelopment Agency  
221 Palafox Place  
Pensacola, Florida 32502

Recipient(s):

Glen C. Sefcik  
307 Lakewood Road  
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

Approved as to form and legal sufficiency.

By/Title: [Signature]  
Date: 8/14/17

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

ATTEST: PAM CHILDERS  
Clerk of the Circuit Court

Date Executed: \_\_\_\_\_

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

BCC Approved: \_\_\_\_\_

(SEAL)

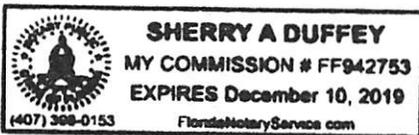
For Recipient(s):  
[Signature]  
Glen C. Sefcik, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of August, 2017 by Glen C. Sefcik, Property Owner. He ( ) is personally known to me or ( ) has produced FL Drivers License as identification.

(Notary Seal)

[Signature]  
Signature of Notary Public  
Sherry Duffey  
Printed Name of Notary Public



**EXHIBIT I**

**RESIDENTIAL REHAB GRANT PROJECT**

Property Owner(s): **Glen C. Sefcik**

Property Address: **307 Lakewood Road, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

**Replace roof**

**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program**  
Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name(s)  
**Glen C. Sefcik**

Address of Property  
**307 Lakewood Road**  
**Pensacola, FL 32507**

Property Reference No.  
**59-2S-30-1000-013-002**

**Total Amount of Lien**

**\$4,537**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s):

[Signature]  
Glen C. Sefcik, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of August, 2017 by Glen C. Sefcik, Property Owner. He ( ) is personally known to me or (  ) has produced FL Drivers License as identification.

(Notary Seal)

[Signature]  
Signature of Notary Public  
Sherry Duffey  
Printed Name of Notary Public



For: Board of County Commissioners of Escambia County

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

ATTEST: PAM CHILDERS  
Clerk of the Circuit Court

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

Date Executed: \_\_\_\_\_

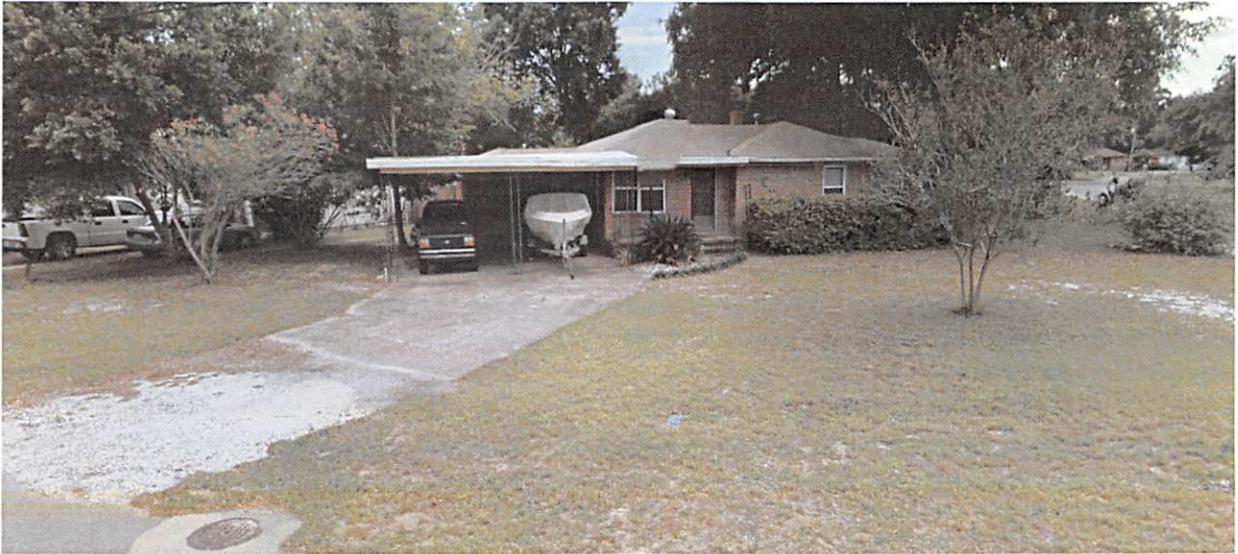
BCC Approved: \_\_\_\_\_

Approved as to form and legal sufficiency.

By/Title: [Signature]  
Date: 8/14/17

This instrument prepared by:  
Sherry Duffey, Development Program Manager  
Neighborhood and Human Services Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502

Before (8/10/2017)



**Replace roof**

**307 Lakewood Road- Glenn C. Sefcik**



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

AI-12489

County Administrator's Report 10. 9.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/21/2017

Issue: Food Service Supplies for the Escambia County Road Prison

From: Paul Nobles, Purchasing Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

---

**RECOMMENDATION:**

Recommendation Concerning Food Service Supplies for the Escambia County Road Prison - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the Chairman to sign the Indefinite Quantity, Indefinite Delivery Agreements between Escambia County, Florida, and Sysco Gulf Coast, Inc., and between Escambia County and The Merchants Company, Inc., per the terms and conditions of PD 16-17.024, Food Service Supplies for the Escambia County Road Prison, based on pricing provided by each firm.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 290202, Road Prison Care and Custody, Object Code 55201, Operating Supplies]

**BACKGROUND:**

The Office of Purchasing advertised the Invitation to Bid on May 30, 2017. Four vendors responded to our solicitation and submitted bids which were received on June 22, 2017, two of which were deemed responsive. Corrections Financial Manager Whitney C. Lucas approved both The Merchants Company, Inc. and Sysco Gulf Coast, Inc. as reasonable for this Scope of Work and Specifications.

**BUDGETARY IMPACT:**

Funding: Fund 175, Transportation Trust Fund, Cost Center 290202, Road Prison Care and Custody, Object Code 55201, Operating Supplies

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Assistant County Attorney Kristin Hual prepared the Contracts.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Escambia County, FL, Code of Ordinance, Chapter 46, Article II, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will issue the Contract and Purchase Order.

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**Attachments**

Agreement - Merchants Food Service

Agreement - Sysco Gulf Coast

Bid Tabulation

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**AGREEMENT RELATING TO FOOD SERVICE SUPPLIES (PD 16-17.024)**

**THIS AGREEMENT** is made by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and The Merchants Company, Inc. (hereinafter referred to as "Contractor"), a foreign for profit corporation authorized to conduct business in the State of Florida, whose federal identification number is 64-0202800, and whose principal address is 1100 Edwards Street, Hattiesburg, MS 39401.

**WITNESSETH:**

**WHEREAS**, on May 30, 2017, the County issued an Invitation to Bidders (PD 16-17.024) seeking a contractor to provide food service supplies for the Escambia County Road Prison, 601 Highway 297A, Cantonment, Florida

**WHEREAS**, in response to the solicitation, Contractor submitted a bid demonstrating that the Contractor was qualified to provide such supplies on an as-needed basis; and

**WHEREAS**, the County desires to enter into an agreement with the Contractor for the provision of purchasing such items as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. **Recitals.** The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Term.** This Agreement shall commence as of the effective date and continue for an initial term of one year. Upon mutual agreement of the parties, the Agreement may be renewed for up to two (2) additional one year terms.

After exercising all options to renew, the County may request an extension of this Agreement for an additional six (6) months to prevent an interruption in service. The County shall provide written notice of the desire to extend the agreement no later than thirty (30) days prior to the expiration of the last one (1) year renewal period.

The total duration of this agreement, including the exercise of all options to renew and extend, shall not exceed the duration of three (3) years and six (6) months.

3. **Scope.** Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's Invitation to Bidders, Specification No. P.D. 16-17.024, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.
4. **Pricing.** County shall pay Contractor for supplies in accordance with the Contractor's Bid Form, attached hereto as **Exhibit B**. The prices shall include all costs of packaging, transporting, delivery and unloading to designated point within Escambia County. All items purchased by the County pursuant to this agreement are subject to post sale audit adjustment. In the event an audit indicates Contractor has not honored quoted price lists and discounts, Contractor will be liable for any and all overage charges.

5. Purchase Orders. The County shall issue written purchase orders for supplies to the Contractor on an as-needed basis. The supplies shall be described in detail and the time frame in which delivery needs to be accomplished will be stated in the purchase order. No minimum quantity is guaranteed during the term of this agreement, and only those ordered pursuant to a purchase order may be compensated.

6. Method of Payment/Billing. Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of items received and accepted with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Clerk of the Circuit Court  
Attention: Accounts Payable  
221 Palafox Place  
Pensacola, FL 32502

The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

7. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for supplies provided through the date of termination, but Contractor shall not be entitled to any other recovery against County, including, but not limited to, damages or any anticipated profit.

8. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9. Insurance. The Contractor is required to carry the following insurance:
- (a) Commercial General Liability, Form CG1, with \$1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies;
  - (b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles; and
  - (c) 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.

It is understood and agreed by the parties that if the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies except Workers' Compensation. Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

10. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

11. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: The Merchants Company  
 Attention: Andrew B. Mercier  
 1100 Edwards Street  
 Hattiesburg, MS 39401

To: Escambia County  
 Attention: County Administrator  
 221 Palafox Place, Suite 420  
 Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from

time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

13. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Escambia County  
Office of the County Administrator  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502  
(850) 595-4947**

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Florida Statutes.

16. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

17. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

18. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

19. Authority. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any a duly adopted action of the governing board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature:

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

ATTEST: PAM CHILDERS  
Clerk of the Circuit Court

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

Date: \_\_\_\_\_

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

BCC Approved: \_\_\_\_\_

(SEAL)

Approved as to form and legal sufficiency.

By/Title: K. L. Lara  
Date: 3/20/19

**CONTRACTOR:  
THE MERCHANTS COMPANY, INC.**

By: \_\_\_\_\_  
Andrew B. Mercier, President

By: \_\_\_\_\_  
Corporate Secretary

Date: \_\_\_\_\_

[SEAL]

# FOOD SERVICE SUPPLIES FOR THE ESCAMBIA COUNTY ROAD PRISON

PD 16-17.024

## SCOPE OF WORK

### A) General Service Description/Purpose

The purpose of this Invitation to Bid is to establish a Multiple Price Agreement to provide Escambia County Road Prison Division with quality food supplies and prompt reliable service from multiple sources of supplies at fair and reasonable prices from responsive and responsible vendors.

The successful vendors shall be responsible for furnishing food supplies for use by the Escambia County Road Prison Division, allowing for capability of the County to utilize a stockless warehouse methodology.

Volume: Estimated total dollar volume for this contract is \$190,000.00 per year. The County reserves the right to order quantities as may be required during the given period, but does not guarantee any minimum or maximum to be ordered during the contract period specified. All orders received by the Contractor during the term of the contract shall be filled in accordance with the terms and conditions set forth herein.

### B) Contractor's Responsibilities

- 1) CONTRACTOR shall provide food products to the Escambia County Road Prison (ECRP).
- 2) CONTRACTOR shall be responsible for providing food products, service, and delivery for approximately 220-252 inmates to include delivery on an as-needed basis, including but not limited to order fulfillment and timely order delivery freight free.
- 3) CONTRACTOR shall not, at any time, make substitutions for out-of-stock items without prior approval of ECRP Facility Kitchen Manager.
- 4) CONTRACTOR shall provide quality, accurate, and dedicated service pertaining to the product orders for the ECRP.
- 5) CONTRACTOR shall communicate with the Facility Kitchen Manager items that are on special sale or discontinued, and provide samples of new items.
- 6) CONTRACTOR shall provide invoices upon delivery.
- 7) All products delivered to ECRP facilities must meet or exceed United States Department of Agriculture (USDA) specifications and industry standards, and have a freshness parameter to permit the facility to have a minimum of forty-five (45) days from delivery to consumption. Perishable products must have a minimum shelf-life of seven (7) days after receipt of delivery.
- 8) Out-of-Stock/Not-Available Products
  - a) CONTRACTOR shall notify the ordering facility of out-of-stock/not-available products upon receipt of order, but in no event later than forty-eight (48) hours before the scheduled delivery. If the Contractor is unable to fill an order completely, they must inform the ECRP facility of the "shortage" within twenty-four (24) hours of receiving the order.
  - b) A substitute may be provided with prior approval of the Facility Kitchen Manager. Such substitutions shall be of same or better grade and quality. Substitutions shall be priced using the same unit price as the original product. Substitutions should not be made on a continuing bases. Explanation of repeated/continued substitutions shall be made to the ECRP Facility Commander.

### C) Facility's Responsibilities

- 1) The Facility will provide, at its expense and judgment, a sufficient number of training personnel to supervise those inmates receiving goods from the Contractor.



- 2) The facility will provide the Contractor with access to all applicable ECRP department rules and regulations. The facility will inform the Contractor of any regulatory or operational changes impacting the delivery of goods to be provided

#### **D) Service Locations and Service Times**

Service/delivery location will be the Escambia County Road Prison, 601 Highway 297A, Cantonment, Florida 32533. All deliveries, unless otherwise coordinated and approved by the ECRP Facility Commander or designees, shall be provided by the Contractor between the hours of 8:00a.m. and 4:00p.m. Central Time, Monday through Friday, excluding Escambia County holidays.

#### **E) Emergency Orders/Deliveries**

The Contractor shall provide emergency delivery upon request of the ECRP Facility Commander or designee. An emergency delivery is defined as: *a delivery that must be made resulting from an unforeseen circumstance that cannot be accommodated by a regularly scheduled delivery.* For an emergency order, the Contractor shall be prepared to deliver the products within twenty-four (24) hours.

#### **F) Recalled Products**

The Contractor shall have the ability to track all products delivered. Product recalls from manufacturers, suppliers, FDA, or DOH, shall be promptly reported to the ECRP Kitchen Manager and Facility Commander.

#### **G) Returns**

- 1) The ECRP facility's food service or warehouse personnel shall have the right to reject products for non-compliance at the point of delivery.
- 2) The ECRP facility shall be granted full credit and pick-up with five (5) working days after Contractor notification of rejected products due to incorrect delivery, spoiled, adulterated, damaged, or with insufficient shelf-life to permit safe consumption. The Contractor shall not charge a restocking fee to the facility. Facility personnel shall notify the Contractor within twenty-four (24) hours of discovery, or next business day, whichever comes first.
- 3) Rejected items not removed from the ECRP facility by the Contractor within ten (10) working days after the date of notification shall be regarded as abandoned by the Contractor and the facility shall have the right to dispose of the items as its own property.

#### **H) Reports**

The following reports are requested to be provided at the specified intervals. If the reports cannot be supplied as requested, this should be noted in the Bid Submission on the Bid Form.

- 1) Monthly report listing all invoiced products for the preceding month, to include item description, quantity ordered, and invoice numbers.
- 2) Yearly report listing the top 15 items ordered with the corresponding quantity.

## **ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS**

**The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.**

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

**NOTE:** Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

**Bid Information** See Home Page URL: <http://www.myescambia.com/purchasing>  
Click on **ON-LINE SOLICITATIONS**

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
  - 5.01 **Taxes**
  - 5.02 **Discounts**
  - 5.03 **Mistakes**
  - 5.04 **Condition and Packaging**
  - 5.05 **Safety Standards**
  - 5.06 **Invoicing and Payment**
  - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers' Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
  - 9.01 **County Procedure on Acceptance of Gifts**
  - 9.02 **Contractors Required to Disclose any Gift Giving**
  - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**
23. **Distribution of Certification of Contract**

**ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS**

**The following General Terms and Conditions are incorporated by reference (continued).**

24. **The Successful Bidder(s) must Provide**
25. **Addition/deletion of Items**
26. **Ordering Instructions**
27. **Public Records**
28. **Delivery**
29. **Samples**
30. **Additional Quantities**
31. **Service and Warranty**
32. **Default**
33. **Equal Employment Opportunity**
34. **Florida Preference**
35. **Contractor Personnel**
36. **Award**
37. **Uniform Commercial Code**
38. **Contractual Agreement**
39. **Payment Terms/Discounts**
40. **Improper Invoice; Resolution of Disputes**
41. **Public Entity Crimes**
42. **Suspended and Debarred Vendors**
43. **Drug-Free Workplace Form**
44. **Information Sheet for Transactions and Conveyances**
45. **Copies**
46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations, URL: <http://dos.myflorida.com/sunbiz/search/>
47. **Execution of Contract**
48. **Purchase Order**
49. **No Contingent Fees**
53. **Solicitation Expenses**
54. **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 16-17.024, "Food Service Supplies for the Escambia County Road Prison", Name of Submitting Firm, Time and Date due.**  
**Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.**

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

#### **Conduct of Participants**

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

#### **Definitions**

**Blackout period** means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

**Lobbying** means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause

related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

### **Sanctions**

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

## **2. Bid Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **\$1,000.00**.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and award form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via county warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

## **3. Procurement Questions**

Procurement and technical questions may be directed to Jeffrey Lovingood, Purchasing Specialist, Phone 850.595.4953, Fax 850.595.4805. Questions can be submitted up to 5:00 PM, Wednesday, June 14, 2017.

## **4. Bid Forms**

This Solicitation contains a Bid/Proposal Form which shall be submitted in a sealed envelope with **Original signatures in indelible ink signed in the proper spaces**. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

5. **Pre-Solicitation Conference**

There will be no pre-solicitation conference.

6. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state, and local codes and regulations.

7. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court  
Attention: Accounts Payable  
223 Palafox Place, Room 204  
Pensacola, FL 32502

8. **Packaging/Shipping Labels**

Shipping labels shall be attached to each carton and shall contain the following information: purchase order number, quantity contained in each package and total number of items being delivered.

**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.**

9. **Contract Term/Renewal/Termination**

- A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) month periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. An additional six (6) months extension may also be unilaterally exercised at the County's discretion. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

- B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.
- C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

- D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

**10. Pricing**

All items sold to the county as a result of this award are subject to post sale audit adjustment. In the event an audit indicates offeror has not honored quoted price lists and discounts, offeror will be liable for any and all overage charges.

**11. Changes - Service Contracts**

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

- A. Description of services to be performed.
- B. Time of performance (i.e., hours of the day, days of the week, etc.).
- C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the office of purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

**12. 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.

**13. Award**

Award shall be made on an "all-or-none total" basis.

**14. 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.

**15. 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.)

**16. 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.

**17. Insurance Requirements**

**A. 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.

**B. County Insurance Required**

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the

completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

#### **C. 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.

#### **D. 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.

#### **E. 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.

**F. 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.

**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.**

**G. 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.

**H. 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 and Business Automobile policies.
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, 2<sup>nd</sup> FL, Room 11.101  
P.O. Box 1591  
Pensacola, FL 32597-1591  
Fax (850) 595-4805

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

**I. Endorsements/Additional Insurance**

The County may require the following endorsements or additional types of insurance.

**1. 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.

**2. 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.

**3. 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.

**4. 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.

**5. 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.

**18. 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.

# SIGN AND RETURN THIS FORM WITH YOUR BIDS\*

## SOLICITATION AND OFFER/BID FORM

ESCAMBIA COUNTY FLORIDA

**SUBMIT OFFERS TO:**

Invitation to Bid

Jeffrey Lovingood  
Purchasing Specialist  
Office of Purchasing, 2nd Floor, Room 11.101  
213 Palafox Place  
Pensacola FL, 32502

FOOD SERVICE FOR THE ESCAMBIA  
COUNTY ROAD PRISON  
SOLICITATION NUMBER: PD 16-17.024

### SOLICITATION

MAILING DATE: Tuesday, May 30, 2017

There will be no pre-solicitation conference

OFFERS WILL BE RECEIVED UNTIL: 2:00p.m., C.D.T., Thursday, June 22, 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:

64-0202800

TERMS OF PAYMENT:

Net 30

DELIVERY DATE WILL BE 2 DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME: Merchants Foodservice

REASON FOR NO OFFER

ADDRESS: 1100 Edwards Street

CITY, ST. & ZIP: Hattiesburg, MS 39401

PHONE NO.: (601) 583-4351

TOLL FREE NO.: (800) 844-3063

FAX NO.: (601) 582-5333

BID BOND ATTACHED \$ 1,000

I certify that this offer is made without prior understanding, agreement, or connection with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County, Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County, Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County, Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

Eddy Williams DSM  
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

[Signature]  
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER  
(MANUAL)

**\*\*Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

### BID FORM

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Food Service Supplies for the Escambia County Road Prison as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide the following Market Basket:

Contractor's Item #	Size	Item Description	Contractor Cost	Percentage (%) Increase	Total Item Cost
<u>23126</u>	<u>3.15 oz</u>	<u>76 pack Meatloaf, precooked and sliced</u>	<u>57.14</u>	<u>8</u>	<u>62.11</u>
<u>36137</u>	<u>30 dozen</u>	<u>Eggs, Medium, White USDA grade AA</u>	<u>18.61</u>	<u>8</u>	<u>20.23</u>
<u>54088</u>	<u>2 oz</u>	<u>96 pack sausage, Country Patty, Raw, Mild Flavor</u>	<u>27.04</u>	<u>8</u>	<u>29.39</u>
<u>406508</u>	<u>35lbs</u>	<u>Shorten fry liq clr</u>	<u>16.95</u>	<u>8</u>	<u>18.42</u>
<u>37085</u>	<u>40lbs</u>	<u>Chicken leg quarters</u>	<u>21.20</u>	<u>8</u>	<u>23.04</u>
<u>251221</u>	<u>25lbs</u>	<u>Yellow corn meal</u>	<u>8.65</u>	<u>8</u>	<u>9.40</u>
<u>501021</u>	<u>50lbs</u>	<u>All purpose flour</u>	<u>13.47</u>	<u>8</u>	<u>14.64</u>



Contractor's Item #	Size	Item Description	Contractor Cost	Percentage (%) Increase	Total Item Cost
21642	30, 1lb	Margarine solid	20.20	0	21.96
306238	20lbs	Green beans frozen	12.59	8	13.68
306334	100, 1oz per cs	Hot dogs	16.30	8	17.72
522126	80lbs per cs	Pork butt \$94.40	1.18#	8	1.28# \$102.40
19274	2,000 per cs	Salt packets	5.40	8	5.87
133157	50lbs	Milk dry non - fat	79.83	8	86.77
306524	6, 10# cns	Paste tomato	29.04	8	31.57
181.44	6, 10# cns	Diced tomato	16.50	8	17.93
806505	6, 5lbs per cs	Peanut butter	33.80	8	36.74
554.85	6, 10# cns	Grape jelly	38.36	8	41.70
			509.40	TOTAL	553.57

**Financial Contract Terms**

This contract shall be based upon the Contractor's cost plus a percentage thereof as bid on the Bid Form. The County understands that food and non-food product pricing may fluctuate over the course of the contract. For this reason, the included "Exhibit A - Market Basket" will be utilized only as a reference for the facility in choosing the most responsive bidders. The unit price listed in the Market Basket response shall be the Contractor's actual product cost. This includes the Contractor's cost of the product and inbound freight, as well as other approved costs associated with bringing product into the Contractor's warehouse as shown on the supplier invoices. The percentage billed over Contractor's cost shall match the percentage listed below.

**Pricing**

Contractor Cost + (plus) 8 %

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 \_\_\_\_\_

**AGREEMENT RELATING TO FOOD SERVICE SUPPLIES (PD 16-17.024)**

**THIS AGREEMENT** is made by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Sysco Gulf Coast, Inc. (hereinafter referred to as "Contractor"), a foreign for profit corporation authorized to conduct business in the State of Florida, whose federal identification number is 03-0552490, and whose principal address is 2001 West Magnolia Avenue, Geneva, AL 36340.

**WITNESSETH:**

**WHEREAS**, on May 30, 2017, the County issued an Invitation to Bidders (PD 16-17.024) seeking a contractor to provide food service supplies for the Escambia County Road Prison, 601 Highway 297A, Cantonment, Florida

**WHEREAS**, in response to the solicitation, Contractor submitted a bid demonstrating that the Contractor was qualified to provide such supplies on an as-needed basis; and

**WHEREAS**, the County desires to enter into an agreement with the Contractor for the provision of purchasing such items as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. **Recitals.** The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Term.** This Agreement shall commence as of the effective date and continue for an initial term of one year. Upon mutual agreement of the parties, the Agreement may be renewed for up to two (2) additional one year terms.

After exercising all options to renew, the County may request an extension of this Agreement for an additional six (6) months to prevent an interruption in service. The County shall provide written notice of the desire to extend the agreement no later than thirty (30) days prior to the expiration of the last one (1) year renewal period.

The total duration of this agreement, including the exercise of all options to renew and extend, shall not exceed the duration of three (3) years and six (6) months.

3. **Scope.** Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's Invitation to Bidders, Specification No. P.D. 16-17.024, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.
4. **Pricing.** County shall pay Contractor for supplies in accordance with the Contractor's Bid Form, attached hereto as **Exhibit B**. The prices shall include all costs of packaging, transporting, delivery and unloading to designated point within Escambia County. All items purchased by the County pursuant to this agreement are subject to post sale audit adjustment. In the event an audit indicates Contractor has not honored quoted price lists and discounts, Contractor will be liable for any and all overage charges.

5. Purchase Orders. The County shall issue written purchase orders for supplies to the Contractor on an as-needed basis. The supplies shall be described in detail and the time frame in which delivery needs to be accomplished will be stated in the purchase order. No minimum quantity is guaranteed during the term of this agreement, and only those ordered pursuant to a purchase order may be compensated.

6. Method of Payment/Billing. Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of items received and accepted with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Clerk of the Circuit Court  
Attention: Accounts Payable  
221 Palafox Place  
Pensacola, FL 32502

The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

7. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for supplies provided through the date of termination, but Contractor shall not be entitled to any other recovery against County, including, but not limited to, damages or any anticipated profit.

8. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9. Insurance. The Contractor is required to carry the following insurance:

- (a) Commercial General Liability, Form CG1, with \$1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies;
- (b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles; and
- (c) 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.

It is understood and agreed by the parties that if the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies except Workers' Compensation. Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

10. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

11. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Sysco Gulf Coast, Inc.  
Attention: Christopher R. McCollum  
2001 West Magnolia Avenue  
Geneva, AL 36340

To: Escambia County  
Attention: County Administrator  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from

time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

13. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Escambia County  
Office of the County Administrator  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502  
(850) 595-4947**

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Florida Statutes.

16. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

17. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

18. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

19. Authority. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any a duly adopted action of the governing board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature:

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

ATTEST: PAM CHILDERS  
Clerk of the Circuit Court

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

Date: \_\_\_\_\_

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

BCC Approved: \_\_\_\_\_

(SEAL)

Approved as to form and legal  
sufficiency,

By/Title: K. Underhill  
Date: 2/20/17

**CONTRACTOR:  
SYSCO GULF COAST, INC.**

By: \_\_\_\_\_  
Dean A. Nichols, Vice President & CFO

By: \_\_\_\_\_  
Corporate Secretary

Date: \_\_\_\_\_

[SEAL]

# FOOD SERVICE SUPPLIES FOR THE ESCAMBIA COUNTY ROAD PRISON

PD 16-17.024

## SCOPE OF WORK

### A) General Service Description/Purpose

The purpose of this Invitation to Bid is to establish a Multiple Price Agreement to provide Escambia County Road Prison Division with quality food supplies and prompt reliable service from multiple sources of supplies at fair and reasonable prices from responsive and responsible vendors.

The successful vendors shall be responsible for furnishing food supplies for use by the Escambia County Road Prison Division, allowing for capability of the County to utilize a stockless warehouse methodology.

Volume: Estimated total dollar volume for this contract is \$190,000.00 per year. The County reserves the right to order quantities as may be required during the given period, but does not guarantee any minimum or maximum to be ordered during the contract period specified. All orders received by the Contractor during the term of the contract shall be filled in accordance with the terms and conditions set forth herein.

### B) Contractor's Responsibilities

- 1) CONTRACTOR shall provide food products to the Escambia County Road Prison (ECRP).
- 2) CONTRACTOR shall be responsible for providing food products, service, and delivery for approximately 220-252 inmates to include delivery on an as-needed basis, including but not limited to order fulfillment and timely order delivery freight free.
- 3) CONTRACTOR shall not, at any time, make substitutions for out-of-stock items without prior approval of ECRP Facility Kitchen Manager.
- 4) CONTRACTOR shall provide quality, accurate, and dedicated service pertaining to the product orders for the ECRP.
- 5) CONTRACTOR shall communicate with the Facility Kitchen Manager items that are on special sale or discontinued, and provide samples of new items.
- 6) CONTRACTOR shall provide invoices upon delivery.
- 7) All products delivered to ECRP facilities must meet or exceed United States Department of Agriculture (USDA) specifications and industry standards, and have a freshness parameter to permit the facility to have a minimum of forty-five (45) days from delivery to consumption. Perishable products must have a minimum shelf-life of seven (7) days after receipt of delivery.
- 8) Out-of-Stock/Not-Available Products
  - a) CONTRACTOR shall notify the ordering facility of out-of-stock/not-available products upon receipt of order, but in no event later than forty-eight (48) hours before the scheduled delivery. If the Contractor is unable to fill an order completely, they must inform the ECRP facility of the "shortage" within twenty-four (24) hours of receiving the order.
  - b) A substitute may be provided with prior approval of the Facility Kitchen Manager. Such substitutions shall be of same or better grade and quality. Substitutions shall be priced using the same unit price as the original product. Substitutions should not be made on a continuing bases. Explanation of repeated/continued substitutions shall be made to the ECRP Facility Commander.

### C) Facility's Responsibilities

- 1) The Facility will provide, at its expense and judgment, a sufficient number of training personnel to supervise those inmates receiving goods from the Contractor.



- 2) The facility will provide the Contractor with access to all applicable ECRP department rules and regulations. The facility will inform the Contractor of any regulatory or operational changes impacting the delivery of goods to be provided

#### **D) Service Locations and Service Times**

Service/delivery location will be the Escambia County Road Prison, 601 Highway 297A, Cantonment, Florida 32533. All deliveries, unless otherwise coordinated and approved by the ECRP Facility Commander or designees, shall be provided by the Contractor between the hours of 8:00a.m. and 4:00p.m. Central Time, Monday through Friday, excluding Escambia County holidays.

#### **E) Emergency Orders/Deliveries**

The Contractor shall provide emergency delivery upon request of the ECRP Facility Commander or designee. An emergency delivery is defined as: *a delivery that must be made resulting from an unforeseen circumstance that cannot be accommodated by a regularly scheduled delivery.* For an emergency order, the Contractor shall be prepared to deliver the products within twenty-four (24) hours.

#### **F) Recalled Products**

The Contractor shall have the ability to track all products delivered. Product recalls from manufacturers, suppliers, FDA, or DOH, shall be promptly reported to the ECRP Kitchen Manager and Facility Commander.

#### **G) Returns**

- 1) The ECRP facility's food service or warehouse personnel shall have the right to reject products for non-compliance at the point of delivery.
- 2) The ECRP facility shall be granted full credit and pick-up with five (5) working days after Contractor notification of rejected products due to incorrect delivery, spoiled, adulterated, damaged, or with insufficient shelf-life to permit safe consumption. The Contractor shall not charge a restocking fee to the facility. Facility personnel shall notify the Contractor within twenty-four (24) hours of discovery, or next business day, whichever comes first.
- 3) Rejected items not removed from the ECRP facility by the Contractor within ten (10) working days after the date of notification shall be regarded as abandoned by the Contractor and the facility shall have the right to dispose of the items as its own property.

#### **H) Reports**

The following reports are requested to be provided at the specified intervals. If the reports cannot be supplied as requested, this should be noted in the Bid Submission on the Bid Form.

- 1) Monthly report listing all invoiced products for the preceding month, to include item description, quantity ordered, and invoice numbers.
- 2) Yearly report listing the top 15 items ordered with the corresponding quantity.

**ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS**

**The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.**

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

**NOTE:** Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

**Bid Information** See Home Page URL: <http://www.myescambia.com/purchasing>  
Click on **ON-LINE SOLICITATIONS**

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
  - 5.01 **Taxes**
  - 5.02 **Discounts**
  - 5.03 **Mistakes**
  - 5.04 **Condition and Packaging**
  - 5.05 **Safety Standards**
  - 5.06 **Invoicing and Payment**
  - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers' Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
  - 9.01 **County Procedure on Acceptance of Gifts**
  - 9.02 **Contractors Required to Disclose any Gift Giving**
  - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**
23. **Distribution of Certification of Contract**

**ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS**

**The following General Terms and Conditions are incorporated by reference (continued).**

24. **The Successful Bidder(s) must Provide**
25. **Addition/deletion of Items**
26. **Ordering Instructions**
27. **Public Records**
28. **Delivery**
29. **Samples**
30. **Additional Quantities**
31. **Service and Warranty**
32. **Default**
33. **Equal Employment Opportunity**
34. **Florida Preference**
35. **Contractor Personnel**
36. **Award**
37. **Uniform Commercial Code**
38. **Contractual Agreement**
39. **Payment Terms/Discounts**
40. **Improper Invoice; Resolution of Disputes**
41. **Public Entity Crimes**
42. **Suspended and Debarred Vendors**
43. **Drug-Free Workplace Form**
44. **Information Sheet for Transactions and Conveyances**
45. **Copies**
46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations, URL: <http://dos.myflorida.com/sunbiz/search/>
47. **Execution of Contract**
48. **Purchase Order**
49. **No Contingent Fees**
53. **Solicitation Expenses**
54. **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 16-17.024, "Food Service Supplies for the Escambia County Road Prison", Name of Submitting Firm, Time and Date due.**  
**Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.**

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

#### Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

#### Definitions

**Blackout period** means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

**Lobbying** means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause

related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

### **Sanctions**

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

## **2. Bid Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **\$1,000.00**.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and award form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via county warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

## **3. Procurement Questions**

Procurement and technical questions may be directed to Jeffrey Lovingood, Purchasing Specialist, Phone 850.595.4953, Fax 850.595.4805. Questions can be submitted up to 5:00 PM, Wednesday, June 14, 2017.

## **4. Bid Forms**

This Solicitation contains a Bid/Proposal Form which shall be submitted in a sealed envelope with **Original signatures in indelible ink signed in the proper spaces**. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

5. **Pre-Solicitation Conference**

There will be no pre-solicitation conference.

6. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state, and local codes and regulations.

7. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court  
Attention: Accounts Payable  
223 Palafox Place, Room 204  
Pensacola, FL 32502

8. **Packaging/Shipping Labels**

Shipping labels shall be attached to each carton and shall contain the following information: purchase order number, quantity contained in each package and total number of items being delivered.

**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.**

9. **Contract Term/Renewal/Termination**

A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) month periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. An additional six (6) months extension may also be unilaterally exercised at the County's discretion. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.

C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

- D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

**10. Pricing**

All items sold to the county as a result of this award are subject to post sale audit adjustment. In the event an audit indicates offeror has not honored quoted price lists and discounts, offeror will be liable for any and all overage charges.

**11. Changes - Service Contracts**

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

- A. Description of services to be performed.
- B. Time of performance (i.e., hours of the day, days of the week, etc.).
- C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the office of purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

**12. 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.

**13. Award**

Award shall be made on an "all-or-none total" basis.

**14. 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.

15. **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.)

16. **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.

17. **Insurance Requirements**

A. **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.

B. **County Insurance Required**

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the

completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

**C. 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.

**D. 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.

**E. 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.

#### **F. 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.

**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.**

#### **G. 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.

#### **H. 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 and Business Automobile policies.
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, 2<sup>nd</sup> FL, Room 11.101  
P.O. Box 1591  
Pensacola, FL 32597-1591  
Fax (850) 595-4805

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

#### **I. Endorsements/Additional Insurance**

The County may require the following endorsements or additional types of insurance.

##### **1. 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.

##### **2. 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.

**3. 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.

**4. 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.

**5. 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.

**18. 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.

# SIGN AND RETURN THIS FORM WITH YOUR BIDS\*

## SOLICITATION AND OFFER/BID FORM

SUBMIT OFFERS TO:

Jeffrey Lovingood  
Purchasing Specialist  
Office of Purchasing, 2nd Floor, Room 11.101  
213 Palafox Place  
Pensacola FL, 32502

ESCAMBIA COUNTY FLORIDA

Invitation to Bid

FOOD SERVICE FOR THE ESCAMBIA  
COUNTY ROAD PRISON  
SOLICITATION NUMBER: PD 16-17.024

### SOLICITATION

MAILING DATE: Tuesday, May 30, 2017

There will be no pre-solicitation conference

OFFERS WILL BE RECEIVED UNTIL: 2:00p.m., C.D.T., Thursday, June 22, 2017 and may not be withdrawn within 90 days after such date and time

#### POSTING OF SOLICITATION TABULATIONS

Solicitation and Offer/Bid 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:

03-0552490

TERMS OF PAYMENT:

10 EOM

DELIVERY DATE WILL BE 1 DAYS AFTER RECEIPT OF PURCHASE ORDER

VENDOR NAME: SYSCO GULF COAST, INC.

ADDRESS: 2001 W. MAGNOLIA AVENUE

CITY, ST. & ZIP: GENEVA, AL 36340

PHONE NO.: (334) 684-4000

TOLL FREE NO.: ( )

FAX NO.: (334) 684-4002

REASON FOR NO OFFER

BID BOND ATTACHED \$ 1,000

I certify that this offer is made without prior understanding, agreement or connection with any Corporation, firm or person submitting an offer for the same materials, supplies or equipment, and in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County, Florida, the offeror agrees that if this offer is accepted the offeror will convey, sell, assign or transfer to Escambia County, Florida all rights title and interest in and to all assets of every kind now or hereafter acquired under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County, Florida. At the County's discretion such assignment shall be made and become effective at the time the County orders final payment to the offeror.

DEAN NICHOLS, CFO

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

Dean Nichols

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

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Food Service Supplies for the Escambia County Road Prison as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide the following Market Basket:

Contractor's Item #	Size	Item Description	Contractor Cost	Percentage (%) Increase	Total Item Cost
2138121	3.15 oz	76 pack Meatloaf, precooked and sliced	64.65	5.0	69.89
2105765	30 dozen	Eggs, Medium, White USDA grade AA	17.06	5.0	17.92
3842325	2 oz	96 pack sausage, Country Patty, Raw, Mild Flavor	22.14	5.0	23.25
4518403	35lbs	Shorten fry liq clr	18.08	5.0	18.99
1803287	40lbs	Chicken leg quarters	25.95	5.0	27.25
4014775	25lbs	Yellow corn meal	9.64	5.0	10.12
8378111	50lbs	All purpose flour	11.34	5.0	11.92



Contractor's Item #	Size	Item Description	Contr	Percentage	Total
			actor	(%)	Item
			Cost	Increase	Cost
4549099	30, 1lb	(36/1LB) Margarine solid	19.96	5.0	20.46
0382853	20lbs	Green beans frozen	13.25	5.0	13.92
1006691	100, 1oz per cs	Hot dogs	20.83	5.0	21.87
6277869	80lbs per cs	Pork butt	1.17 LB 93.00	5.0	1.22 LB 97.00
6056105	2,000 per cs	(1000) Salt packets	11.20	5.0	11.77
4092748	50lbs	Milk dry non - fat	60.90	5.0	63.94
4030219	6, 10# cns	Paste tomato	31.03	5.0	32.59
4030318	6, 10# cns	Diced tomato	19.77	5.0	20.76
4009189	6, 5lbs per cs	Peanut butter	50.44	5.0	52.97
4184461	6, 10# cns	Grape jelly	42.74	5.0	44.88
				TOTAL	560.60

**Financial Contract Terms**

This contract shall be based upon the Contractor's cost plus a percentage thereof as bid on the Bid Form. The County understands that food and non-food product pricing may fluctuate over the course of the contract. For this reason, the included "Exhibit A - Market Basket" will be utilized only as a reference for the facility in choosing the most responsive bidders. The unit price listed in the Market Basket response shall be the Contractor's actual product cost. This includes the Contractor's cost of the product and inbound freight, as well as other approved costs associated with bringing product into the Contractor's warehouse as shown on the supplier invoices. The percentage billed over Contractor's cost shall match the percentage listed below.

**Pricing**

Contractor Cost + (plus) 5.0 %

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 \_\_\_\_\_



Contractor's Item #	Size	Item Description	Merchants Food Service Cost	Percentage (%) Increase	Total Item Cost	Contractor's Item #	Sysco Gulf Coast, Inc.	Percentage (%) Increase	Total Item Cost
23126	3.15 oz	76 pack Meatloaf, precooked and sliced	\$57.14	8	\$61.71	2138121	\$64.65	5	\$67.88
36137	30 dozen	Eggs, Medium, White USDA grade AA	\$18.61	8	\$20.10	2105765	\$17.06	5	\$17.91
54088	2 oz	96 pack sausage, Country Patty, Raw, Mild Flavor	\$27.04	8	\$29.20	3842325	\$22.14	5	\$23.25
406508	35lbs	Shorten fry liq clr	\$16.95	8	\$18.31	4518403	\$18.08	5	\$18.98
37085	40lbs	Chicken leg quarters	\$21.20	8	\$22.90	1803287	\$25.95	5	\$27.25
251221	25lbs	Yellow corn meal	\$8.65	8	\$9.34	4014775	\$9.64	5	\$10.12
501021	50lbs	All purpose flour	\$13.47	8	\$14.55	8378111	\$11.34	5	\$11.91
21642	30, 1lb	Margarine solid	\$20.20	8	\$21.82	4549099	\$19.96	5	\$20.96
306238	20lbs	Green beans frozen	\$12.59	8	\$13.60	0382853	\$13.25	5	\$13.91
306334	100, 1oz per cs	Hot dogs	\$16.30	8	\$17.60	1006691	\$20.83	5	\$21.87
19274	80lbs per cs	Pork butt	\$94.40	8	\$101.95	6277869	\$93.60	5	\$98.28
133157	2,000 per cs	Salt packets	\$5.40	8	\$5.83	6056105	\$11.20	5	\$11.76
306524	6, 10# cns	Milk dry non - fat	\$79.83	8	\$86.22	4092748	\$60.90	5	\$63.95
181.44	6, 10# cns	Paste tomato	\$29.04	8	\$31.36	4030219	\$31.03	5	\$32.58
806505	6, 5lbs per cs	Diced tomato	\$16.50	8	\$17.82	4030318	\$19.77	5	\$20.76
554.85	6, 5lbs per cs	Peanut butter	\$33.80	8	\$36.50	4009189	\$50.44	5	\$52.96
	6, 10# cns	Grape jelly	\$38.36	8	\$41.43	4184461	\$42.74	5	\$44.88
			<b>\$509.48</b>	<b>TOTAL</b>	<b>\$550.24</b>		<b>\$532.58</b>	<b>TOTAL</b>	<b>\$559.21</b>
			Merchants Food Service				Sysco Gulf Coast, Inc.		



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 Mott MacDonald Florida, LLC including Exhibits  
Committee Final Ranking

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**STANDARD PROFESSIONAL CONSULTING SERVICES  
CONTRACT DOCUMENTS**

**FOR**

**AGREEMENT BETWEEN  
ESCAMBIA COUNTY**

**AND**

**Mott MacDonald Florida, LLC**

**PD 16-17.053, Beach Haven NE Phase I CEI**

**FORM G: CONSULTING SERVICES FOR STAND-ALONE  
PROJECTS**

**(Revised June 2016)**

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## AGREEMENT

THIS AGREEMENT is made and entered into this 21th day of September, 2017, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "the County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and Mott MacDonald Florida, LLC, a for-profit limited liability company authorized to transact business in the State of Florida, whose address is 220 West Garden Street, Suite 700, Pensacola, Florida 32502, and whose Federal tax identification number is 59-1294824 (hereinafter referred to as the "Consultant").

### **ARTICLE I** **DEFINITIONS AND IDENTIFICATIONS**

For purposes of this Agreement and the various covenants, conditions, terms, and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are, therefore, agreed upon by the parties.

1.1 **BOARD OF COUNTY COMMISSIONERS:** The Board of County Commissioners of Escambia County, Florida, means the governing body of the Escambia County Government.

1.2 **CONSULTANT:** Mott MacDonald Florida, LLC is the Consultant selected to perform professional services pursuant to this Agreement.

1.3 **CONTRACT ADMINISTRATOR:** Whenever the term "Contract Administrator" is used herein, it is intended to mean Terri Berry, Engineering Project Coordinator, Public Works/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 16-17.053, Beach Haven NE Phase I CEI.

**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 Five Hundred Seventy Four Thousand Nine Hundred Eight Dollars and Seventy Three Cents (\$574,908.73) 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 16-17.053, Beach Haven NE Phase I CEI, and as represented in the Consultant's Letter of Interest response to PD 16-17.053, 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 \$10,497,122.21.

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 Five Hundred Seventy Four Thousand Nine Hundred Eight Dollars and Seventy Three Cents (\$574,908.73). Final payment will be subject to approval by the Board of County Commissioners.

5.2 **FEE SCHEDULE:** The "fee schedule," as used herein, shall mean the charges shown in Exhibit "C" for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

5.3 **DIRECT EXPENSES:** Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, they shall include, but not be limited to, the following:

- (a) Transportation expenses in connection with the Project.
- (b) Living expenses in connection with travel and any other travel expenses.
- (c) Long distance communications and other miscellaneous budget expenses.
- (d) Cost of printing plans, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.
- (e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

5.4 METHOD OF BILLING AND PAYMENT:

(a) For lump sum contracts, the Consultant may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Consultant shall submit such monthly statements identifying the nature of the work performed.

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

(b) The County agrees that it shall pay the Consultant within forty-five (45) business days of receipt of the Consultant's statement provided that the invoice is correct and is consistent with the terms of this Agreement.

(c) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., as amended.

5.5 NOTICES:

(a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

(b) Unless otherwise notified in writing of a new address, notices, payment, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

(c) Payments and Notices to the Consultant shall be made to:

Mott MacDonald Florida, LLC  
220 West Garden Street, Suite 700  
Pensacola, Florida 32502

(d) Invoices to the County shall be sent to:      Notices to the County shall be sent to:

Terri Berry  
Engineering Project Coordinator  
Public Works/Engineering  
3363 West Park Place  
Pensacola, FL 32501

Jack R. Brown  
County Administrator  
P.O. Box 1591  
Pensacola, Florida 32597-1591

**ARTICLE 6**  
**ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK**

6.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

**ARTICLE 7**  
**COUNTY'S RESPONSIBILITIES**

7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.

7.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

7.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

7.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

7.5 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

**ARTICLE 8**  
**CONSULTANT'S RESPONSIBILITIES**

8.1 **QUALITY OF SERVICES:**

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or omissions in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate, more

efficient, and properly 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, limited liability company, 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 limited liability company 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 limited liability company 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 Mott MacDonald Florida, LLC, signing by and through its David Skipper, P.E., 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.

By: \_\_\_\_\_  
Jack R. Brown, County Administrator

Date: \_\_\_\_\_

BCC Approved: September 21, 2017

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

CONSULTANT:  
Mott MacDonald Florida, LLC, a Florida Limited Liability Company authorized to do business in the State of Florida.

By: \_\_\_\_\_  
David Skipper, P.E., Vice President

Date: \_\_\_\_\_

ATTEST: Corporate Secretary

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

Scope of Work  
Beach Haven NE Phase I CEI

**Project Narrative:**

The Beach Haven Drainage and Sanitary Sewer NE Phase 1 Project is a joint project between Escambia County and Emerald Coast Utilities Authority (ECUA). The project provides enhanced stormwater improvements and sanitary sewer services to all lots located in the Beach Haven neighborhood. The project extends from Gulf Beach Highway on the south to Jones Swamp on the north, Decatur Avenue on the west and Mills Avenue on the East. Project scope includes drainage enhancements to the existing drainage system within the project area, removal of deep roadside ditches, preventing roadway and adjacent lot flooding, preventing roadside shoulder ponding, provide dirt road paving improvements to North Street, provide roadway reconstruction & resurfacing improvements, and provide sanitary sewer services as directed by ECUA with elimination of septic tanks and associated drain fields.

**Contract Time:**

The Contractors work shall be substantially completed within seven hundred and thirty (730) calendar days from the Commencement date and fully complete within Thirty (30) consecutive calendar days from the date of Substantial Completion. To allow for time extensions and rain days the **CEI services contract shall be 800 days.**

**Scope of Services Summary**

The Scope of Work for this project is to provide construction, engineering, inspection and project management services for the Beach Haven Drainage and Sanitary Sewer NE Phase 1 project. This document gives the Consultant the same responsibility and authority as Escambia County when administering this County construction project contract.

The administration of the **Beach Haven Drainage and Sanitary Sewer NE Phase 1 Project** will be conducted by the Consultant in full cooperation with Escambia County. Escambia County will have the final word in regard to challenges of Consultant authority by the contractor or decisions made by the Consultant regarding the work. The ultimate goal of Escambia County and the Consultant should be to administer the contract in a highly professional manner, conducive to a cooperative relationship between the Consultant, Contractors, and Escambia County, and to complete the work on budget and on time with minimum inconvenience and maximum safety for the public.

The responsibilities of the Consultant on this project are, but not limited to:

1. **Attend Weekly and Monthly Meetings:** Prepare the agenda, attend, and conduct a meeting every week with Escambia County personnel, Contractor, Sub-Contractors, Utility personnel and other agencies affected by the project. Be prepared to discuss recent progress, upcoming events, the schedule, and problems associated with the project. Obtain material tickets from the contractor associated with construction for the week. Record significant information revealed and discussed at the meeting. Distribute written minutes to the appropriate agencies and parties. Participate in monthly meeting and be prepared to

discuss quantities used during construction, provide measurements, truck tickets, etc. associated with the contract.

**2. Project Administration:** Provide project administration and coordinate with the assigned Project Coordinator. Prepare for, cooperate with, and assist auditors who may be assigned to review project records, payments, reports, etc. Provide ample inspectors and assistance to adequately oversee all work being done on the contract. Monitor contractor's hours worked and materials on the project and verify all pay requests for accuracy. Prior to starting work, submit to Project Coordinator a listing of personnel assigned to the project for review and approval. In addition, a list of persons with emergency phone numbers should always be supplied to the Project Coordinator and be available at any time in the case of an emergency on the project. The Consultant should also obtain from the Contractor a list of personnel that will be responsible for any occurrence that may arise on the project, for the life of the project.

**3. Provide Construction Inspection:** Provide effective and qualified supervision of all inspection services being conducted by Prime Contractor and Sub-Contractors. When menial tasks are being performed and the assigned inspector is not required to be ever present onsite; the Consultant shall use good judgment and shall correspond and notify the Project Coordinator that full-time professional inspection services are not necessary at that time. All field technicians must be certified in the applicable FDOT certification workshops or have applicable training certifications/records listed below. Certification from another State Highway Department, nationally recognized institution, or other approved agency may be acceptable in lieu of the FDOT certification

- a. Asphalt Roadway Paving Inspector
- b. Asphalt Plant Inspection
- c. Class 1 Concrete Technician
- d. Soils and Aggregate Technician
- e. Earthwork Technician
- f. Nuclear Gauge Trained and Proficient
- g. SWPPP Training Certifications
- h. Americans with Disabilities Act (ADA) Title II and Section 504 Training

**4. Conduct Field Surveys:** Verify surveying services to obtain original, final, as well as, progress estimated quantities for payment of all earthwork pay items to the Contractor. Be prepared to justify quantities in case of discrepancies between the Contractor and Project Coordinator. Upon request, check construction layout when deemed necessary by the Project Coordinator.

**5. Supplemental Agreements/Construction Changes:** Notify the Project Coordinator immediately of the necessity of any Supplemental Agreements/Construction Changes. The Project Coordinator shall be aware before any discussions occur between the Consultant and the Contractor to Negotiate prices for additional pay items with the Contractor that would or would not adhere to the "Average Unit Price" listing. Coordinate acceptance of prices with the Project Coordinator.

**6. Shop Drawings:** Preview and approve all shop drawings prior to the Contractor submitting them to the appropriate Vendor.

**7. Quality Assurance, Testing for Acceptance, and Training:** Copies of all certifications should be filed in the project records for review by Escambia County at any time. Any temporary waivers of certification or licensing will be reviewed by Escambia County for the final decision. Provide certification training to Consultant personnel for all necessary field- testing and inspection.

Monitor the testing provided by the Contractor in the field as defined in the Contract, Plans or Specifications. Document Consultant testing on standard forms provided by Escambia County and distribute as required. Monitor documentation of testing by the Contractor. Field test verification by the Consultant includes, but is not limited to, all asphalt related testing to include asphalt plant inspection and all concrete related testing for acceptance by Escambia County, nuclear density testing of earthwork, base stone, asphalt, structural backfill and pipe backfill as defined in the Standard Specifications and Escambia County's sampling and testing schedule.

The Consultant will also verify aggregate analysis and moisture testing for roadway embankment and base stone materials as defined in the Standard Specifications and Escambia County's sampling and testing schedule. (Note: All tests normally performed by Escambia County personnel will be performed by the Consultant.) Also Consultant's responsibilities include, the random checking of application rates, dimensions and bearings to assure conformance to the Plans and Specifications.

In case of notification of defective concrete as defined in the Specifications, the Consultant will submit the initial information on forms supplied by Escambia County and will receive the final disposition of the material after review. Certifications of material submitted by the Contractor will be reviewed by the Consultant for conformity to the Project Specifications. The certification documents submitted to Escambia County will also be reviewed for completeness and conformance to Escambia County's standard form of submission. A Final Materials and Tests Certification will be submitted to the Project Coordinator with the Final Records.

**8. Progress Payments:** The Consultant will document and assemble accurate quantities for Monthly Progress Payments to the Prime Contractor from actual project field records, as directed by Special Provisions in the contract, from Supplemental Agreements/Construction Changes. The quantities for payment will be referenced to field records prior to submission for payment. Test reports will be on file prior to payment. The Project Coordinator must approve any waiver of testing documents prior to payment. Pay quantities will be submitted to the Project Coordinator for review and payment. Payments for stockpiled material may be made as defined in the Standard Specifications and approved by the Project Coordinator. Copies of approved Sub Contractors should be on file prior to the first Progress Payment.

**9. Revisions to the Contract Plans:** Any revisions to the contract plans or cross sections will be submitted to the Project Coordinator for review and processing by the contractor.

**10. Distribution of Correspondence:** Submit to the Project Coordinator a copy of all correspondence between the Consultant, Contractor, Sub Contractors, or others concerning matters related to the project. Maintain an electronic file of all correspondence for submission with the project Final Records.

**11. Inspection of Work:** Provide inspection services for conformance to Plans and Specifications for all roadway, structures, and specialty items that are being incorporated

## Exhibit A

into the project. Observe, measure, and record all quantities for payment. Record field measurements in project records for review by Escambia County or auditors. The records will be recorded on a standard form (field book) supplied or defined by Escambia County and/or on field inspection forms to be submitted to Escambia County. Check traffic control daily, and additionally as required or requested. Notify the contractor of deficiencies or problems immediately. Document weekly (or as often as required) project traffic control on forms supplied by Escambia County and distribute as required. Inspect daily erosion control items for conformance to the plans as well as effectiveness in the field. Notify the contractor of deficiencies. Perform NPDES stormwater inspections and assist County in preparing NPDES inspection documentation as required. Prepare to justify any and all pay quantities in the case of questions from the contractor or Escambia County. Prepare an accurate daily diary, signed by the inspector, consisting of, but not limited to:

- a. A record of the contractors on the project
- b. Their personnel (number and classification)
- c. Equipment (number and type or size)
- d. Location and work performed by each Contractor or Subcontractor
- e. Orders given to the Contractor
- f. Events of note on the project
- g. Accidents on the project and any details surrounding the accident such as police report number, fatalities, causes, time, etc. Obtain a copy of the police report for the project records whenever possible.
- h. Weather, amount of precipitation, temperature at morning, noon, and evening, cloudy, clear, etc.
- i. Days charged, with explanation if not charged
- j. Equipment arriving or leaving the project, idle equipment
- k. Any other details that may be important later in the project life

12. **Reports:** There are numerous reports, documents, etc., that shall be generated in the process of Contract Administration. Submit a formatted (Escambia County standard format) of selected project records to Project Coordinator after project completion. Any questions regarding the requirements shall be forwarded to the Project Coordinator for clarification.

13. **Final Records:** Submit a final estimate (electronic format) for the project at this time. Coordinate Consultant hours after project completion with the Project Coordinator for approval.

14. **Project Claims:** Prepare documentation and assist in the defense of Escambia County, when requested, in preparation for Claims or possible Claims resulting in the execution of the contract.

15. **Utility Relocations:** Utility relocations will be a part of this contract. Relocations that are reimbursable will be inspected for quantities that will be reviewed and verified, comparing utility company records prior to payment by Escambia County. This project includes a cost sharing agreement with ECUA for sanitary sewer improvements, to be reimbursed to the County.

16. **Plan Review:** Review submitted construction plans from the design engineers for completion, comments, concerns, and observations.

17. **Citizen Interface:** Consultant will act as primary point of contact for citizen comments, inquiries and complaints for this construction project. Consultant will maintain Movement of Traffic (MOT) from start of construction through completion of punch list, as provided and funded

## Exhibit A

by the contractors according to the Traffic Control Plans. Consultant will also maintain (1) static message boards, as provided by the contractors. One shall be for standard project documentation, permits, etc. Location shall be within the project location, to be determined by the Project Coordinator. Location shall be determined by the Project Coordinator.

Exhibit B

Schedule

The schedule for PD 16-17.053, Beach Haven NE Phase I CEI is predicated by the Construction Project.

**CONSTRUCTION ENGINEERING and INSPECTION (CEI) ESTIMATE OF WORK EFFORT**

**DESCRIPTION:**

**C.E.I. for Beach Haven NE Phase I**

**Financial Management No.  
COUNTY:**

**PD 16-17.053  
ESCAMBIA**

**Mott MacDonald Hours / Fee Breakdown**

Construction Contract(s), Consultant Services, Project No(s), and/or Personnel Classifications	2017				2018												2019											Totals in Hours	Totals in Months	Average Wage Rate	Raw Salary \$	
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov					
Senior Project Engineer	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	45	0.27	58.19	\$2,618.64
Project Administrator / CSS	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	1782	10.80	41.57	\$74,070.61
Assistant Contract Support Specialist	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	891	5.40	26.60	\$23,702.38
Sr Inspector	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	2228	13.50	28.27	\$62,974.42
Inspector	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	1114	6.75	23.28	\$25,930.58
Apshalt Plant Inspector	0	0	0	0.1	0	0	0	0	0.1	0	0	0	0	0.1	0	0	0	0	0	0.1	0	0	0	0	0.1	0	0	83	0.50	28.27	\$2,346.00	
Administrative Assistant	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	18.29	\$0.00
<b>Totals in Man Months</b>	<b>1.36</b>	<b>1.36</b>	<b>1.36</b>	<b>1.46</b>	<b>1.36</b>	<b>1.36</b>	<b>1.36</b>	<b>1.36</b>	<b>1.46</b>	<b>1.36</b>	<b>1.36</b>	<b>1.36</b>	<b>1.36</b>	<b>1.46</b>	<b>1.36</b>	<b>1.36</b>	<b>1.36</b>	<b>1.36</b>	<b>1.36</b>	<b>1.46</b>	<b>1.36</b>	<b>1.36</b>	<b>1.36</b>	<b>1.36</b>	<b>1.46</b>	<b>1.36</b>	<b>1.36</b>	<b>6143</b>	<b>37.22</b>	<b>224.46</b>	<b>\$191,642.63</b>	

Billing Rate Breakdown

Position	Average Wage Rate	Overhead (157.10%)	FCCM (0.18%)	Operating Margin (35%)	Expenses (8.45%)	Billing Rate
Senior Project Engineer	\$58.192	\$91.42	\$0.10	\$20.37	\$4.92	\$175.00
Project Administrator / CSS	\$41.566	\$65.30	\$0.07	\$14.55	\$3.51	\$125.00
Assistant Contract Support Specialist	\$26.602	\$41.79	\$0.05	\$9.31	\$2.25	\$80.00
Sr Inspector	\$28.265	\$44.40	\$0.05	\$9.89	\$2.39	\$85.00
Inspector	\$23.277	\$36.57	\$0.04	\$8.15	\$1.97	\$70.00
Apshalt Plant Inspector	\$28.265	\$44.40	\$0.05	\$9.89	\$2.39	\$85.00
Administrative Assistant	\$18.290	\$28.73	\$0.03	\$6.40	\$1.55	\$55.00

\*\* FEE COMPUTATIONS

BASIC SALARY COSTS		\$191,642.63
Cost Elements and Additives		
a) Overhead (General)	157.10%	\$301,070.57
b) FCCM	0.18%	\$344.96
SALARY RELATED COSTS		\$493,058.16
Operating Margin	35.00%	\$67,074.92
SUBTOTAL INCLUDING MARGIN & FCCM		\$560,133.08
Expenses	8.45%	\$14,775.65
<b>TOTAL FEE</b>		<b>\$574,908.73</b>



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 Electronic Submittal & Selection Process  
**Escambia County, FL**

ID/Sol No. PD 16-17.053  
 Name Beach Haven NE Phase I CEI  
 Type **Final Ranking**  
 Evaluations Due Ongoing

	<u>HDR CCC</u>	<u>Mott MacDonald</u>
Terri Berry	89	91
Chris Curb	95	96
Joy Jones	90	93
<b>Grand Total</b>	<b>274</b>	<b>280</b>
<b>Average Score</b>	<b>91.3</b>	<b>93.3</b>
<b>Progressive Rank</b> (Cummulative Position)	<b>2</b> (6)	<b>1</b> (3)

(100% Complete)



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**Escambia County, FL**

Committee Member **Terri Berry** Role **Project Manager**  
 Evaluation Stage **Final Ranking**  
 Project **[PD 16-17.053] Beach Haven NE Phase I CEI**

**SCORE SHEET**

<b>Selection Criteria [FINAL RANKING]</b>	<b>Pts</b>	<b>HDR CCC</b>	<b>Mott MacDonald</b>
Experience with Construction Management, Civil Engineering Design, Stormwater/Drainage Design, and Environmental Permitting: Experience with project specific construction, design and permitting requirements should be considered. Experience successfully managing construction, designing and permitting projects should be a key consideration. Firm should document previous completion of any related successful projects.	<b>35</b>	<b>32</b>	<b>33</b>
Past Record and Performance, Background Experience, and Technical Expertise of Firm and Individual Team Members: Past records of performance shall be considered. Consultant evaluation records should be positive. Any previous negative consultant evaluations should result in significantly lower scores. A previous working relationship with Escambia County should not be considered a prerequisite for selection. A positive record of performance may also be demonstrated within the firm's submittal. Record of performance should be clearly documented. Qualifications of the firm and individual team members shall be considered with respect to the project specific GSA codes identified above. GSA codes identified as primary shall be considered as minimum criteria. The firms capability to use survey data proved by the Escambia County Survey Division shall also be considered a minimum requirement in selection. Disciplines identified by GSA codes as secondary shall not be considered as minimum qualifications. Expertise in these secondary disciplines should result in higher scores.	<b>35</b>	<b>32</b>	<b>32</b>
Ability to Meet Project Specific Schedule and be Readily Accessible: Project timeline is controlled by terms and conditions as determined by grant funding agreement. Ability to meet project specific schedule should be considered. Project team members should be readily accessible to respond as necessary to avoid unnecessary delays.	<b>20</b>	<b>18</b>	<b>19</b>
Recent and Current Workload: Recent and current workload should be considered. Factors when determining score should	<b>10</b>	<b>7</b>	<b>7</b>

include: number of recent and active County projects, value of recent and active County projects. Recent and current workload should be evaluated with respect to the size of the firm. The intent of this criterion is to provide a fair distribution of projects without overloading any one firm.			
<b>Total(s)</b>	<b>100</b>	<b>89</b>	<b>91</b>
<b>Rank</b>		<b>2</b>	<b>1</b>

**FIRM NOTES (if any)**



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**Electronic Submittal & Selection Process**  
**Escambia County, FL**

Committee Member **Chris Curb** Role **Member**

Evaluation Stage **Final Ranking**

Project **[PD 16-17.053] Beach Haven NE Phase I CEI**

**SCORE SHEET**

<b>Selection Criteria [FINAL RANKING]</b>	<b>Pts</b>	<b>HDR CCC</b>	<b>Mott MacDonald</b>
Experience with Construction Management, Civil Engineering Design, Stormwater/Drainage Design, and Environmental Permitting: Experience with project specific construction, design and permitting requirements should be considered. Experience successfully managing construction, designing and permitting projects should be a key consideration. Firm should document previous completion of any related successful projects.	<b>35</b>	<b>33</b>	<b>34</b>
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Ability to Meet Project Specific Schedule and be Readily Accessible: Project timeline is controlled by terms and conditions as determined by grant funding agreement. Ability to meet project specific schedule should be considered. Project team members should be readily accessible to respond as necessary to avoid unnecessary delays.	<b>20</b>	<b>20</b>	<b>19</b>
Recent and Current Workload: Recent and current workload should be considered. Factors when determining score should	<b>10</b>	<b>10</b>	<b>9</b>

include: number of recent and active County projects, value of recent and active County projects. Recent and current workload should be evaluated with respect to the size of the firm. The intent of this criterion is to provide a fair distribution of projects without overloading any one firm.			
<b>Total(s)</b>	<b>100</b>	<b>95</b>	<b>96</b>
<b>Rank</b>		<b>2</b>	<b>1</b>

**FIRM NOTES (if any)**



**GovernmentForms.manager™**  
**Electronic Submittal & Selection Process**  
**Escambia County, FL**

Committee Member **Joy Jones** Role **Member**

Evaluation Stage **Final Ranking**

Project **[PD 16-17.053] Beach Haven NE Phase I CEI**

**SCORE SHEET**

<b>Selection Criteria [FINAL RANKING]</b>	<b>Pts</b>	<b>HDR CCC</b>	<b>Mott MacDonald</b>
Experience with Construction Management, Civil Engineering Design, Stormwater/Drainage Design, and Environmental Permitting: Experience with project specific construction, design and permitting requirements should be considered. Experience successfully managing construction, designing and permitting projects should be a key consideration. Firm should document previous completion of any related successful projects.	<b>35</b>	<b>32</b>	<b>34</b>
Past Record and Performance, Background Experience, and Technical Expertise of Firm and Individual Team Members: Past records of performance shall be considered. Consultant evaluation records should be positive. Any previous negative consultant evaluations should result in significantly lower scores. A previous working relationship with Escambia County should not be considered a prerequisite for selection. A positive record of performance may also be demonstrated within the firm's submittal. Record of performance should be clearly documented. Qualifications of the firm and individual team members shall be considered with respect to the project specific GSA codes identified above. GSA codes identified as primary shall be considered as minimum criteria. The firms capability to use survey data proved by the Escambia County Survey Division shall also be considered a minimum requirement in selection. Disciplines identified by GSA codes as secondary shall not be considered as minimum qualifications. Expertise in these secondary disciplines should result in higher scores.	<b>35</b>	<b>32</b>	<b>33</b>
Ability to Meet Project Specific Schedule and be Readily Accessible: Project timeline is controlled by terms and conditions as determined by grant funding agreement. Ability to meet project specific schedule should be considered. Project team members should be readily accessible to respond as necessary to avoid unnecessary delays.	<b>20</b>	<b>18</b>	<b>18</b>
Recent and Current Workload: Recent and current workload should be considered. Factors when determining score should	<b>10</b>	<b>8</b>	<b>8</b>

include: number of recent and active County projects, value of recent and active County projects. Recent and current workload should be evaluated with respect to the size of the firm. The intent of this criterion is to provide a fair distribution of projects without overloading any one firm.			
<b>Total(s)</b>	<b>100</b>	<b>90</b>	<b>93</b>
<b>Rank</b>		<b>2</b>	<b>1</b>

**FIRM NOTES (if any)**



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

**AI-12792**

**County Administrator's Report 10. 11.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/21/2017

**Issue:** Approval of the State Aid to Libraries Grant

**From:** Todd Humble, Library Services Director

**Organization:** Library Services

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning Approval of the State Aid to Libraries Grant Agreement - Todd Humble, Library Services Department Director

That the Board approve the Florida Department of State, Division of Library and Information Services, State Aid to Libraries Grant Agreement between the State of Florida, Department of State, and Escambia County Board of Commissioners (BCC), for and on behalf of West Florida Public Libraries:

- A. Approve the State Aid to Libraries Grant Agreement between the State of Florida, Department of State and Escambia County Board of Commissioners (BCC), for and on behalf of West Florida Public Library System;
- B. Authorize the Chairman of the BCC to sign the Agreement with Section (37) Mandated Conditions, that "This Agreement shall be construed, performed and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.";
- C. Authorize the Chair of the West Florida Public Libraries Board of Governance to sign the Agreement; and
- D. Authorize the Clerk of the Court to sign the Agreement.

[Funding: The State Aid to Libraries Program provides annual funding to eligible recipients for the operation and maintenance of public libraries. The funds will be included in the Fiscal Year 2017/2018 Annual Budget for the West Florida Public Libraries when received. Fiscal Year 2017/2018 Estimated Grants Appropriation to benefit Escambia County is estimated to be \$145,431]

**BACKGROUND:**

Pursuant to 257.17, Florida Statutes, the State Aid to Libraries Program provides annual funding to eligible recipients for the operation and maintenance of public libraries. The Florida Department of State, Division of Library and Information Services is the administrator that implements the program. In accordance with the program requirements, the Division requires that the governing body of the library system make application and certify eligibility for receipt of said funding. The Division has designated the West Florida Public Libraries Board of Governance as the governing body of the West Florida Public Libraries with authority to certify eligibility for grant funds. As the designated fiscal agent for the West Florida Public Libraries, the County will have the authority to receive and disburse said funds in accordance with the program requirements.

**BUDGETARY IMPACT:**

The funds will be included in the FY 2017-2018 annual budget for the West Florida Public Libraries when received. FY 2017-2018 Estimated Grants Appropriation to benefit Escambia County is \$145,431.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Agreement has been reviewed and approved by the county attorney. The state of Florida will execute the contract in Leon County in 2018 but our agreement to terms must be received by the state by October 1st, 2017 to qualify for the funding.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

The Board of Governance will coordinate with the Library Director to complete all implementation requirements.

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**Attachments**

State Aid to Libraries Grant Agreement

State Aid to Library Grant Estimate

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**STATE AID TO LIBRARIES GRANT  
AGREEMENT BETWEEN  
THE STATE OF FLORIDA, DEPARTMENT OF STATE  
AND**

**Escambia County Board of County Commissioners for and on behalf of West  
Florida Public Library System**

This Agreement is by and between the State of Florida, Department of State, Division of Library and Information Services, hereinafter referred to as the "Division," and the Escambia County Board of County Commissioners for and on behalf of West Florida Public Library System, hereinafter referred to as the "Grantee."

The Grantee has submitted an application and has met all eligibility requirements and has been awarded a State Aid to Libraries Grant (CSFA 45.030) by the Division in the amount specified on the "Fiscal Year 2017-18 State Aid to Libraries Final Grants" document (which is incorporated as part of this Agreement and entitled Attachment B). The Division has the authority to administer this grant in accordance with Section 257, *Florida Statutes*. By reference, the application and any approved revisions are hereby made a part of this agreement.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Grant Purpose.** This grant shall be used exclusively for the "State Aid to Libraries Grant," the public purpose for which these funds were appropriated.

a. The Grantee shall perform the following Scope of Work as identified in Section 257.17, *Florida Statutes*:

Manage or coordinate free library service to the residents of its legal service area. The Grantee shall:

1. Have a single administrative head employed full time by the library's governing body;
2. Provide free library service, including loaning materials available for circulation free of charge and providing reference and information services free of charge;
3. Provide access to materials, information and services for all residents of the area served; and
4. Have at least one library, branch library or member library open 40 hours or more each week.

b. The Grantee agrees to provide the following **Deliverables** related to the Scope of Work for payments to be awarded.

Payment 1, Deliverable/Task 1:

- Payment will be a fixed price in the amount of 100% of the grant award. The Grantee will:
  - Adopt or approve current year library budget;
  - Have at least one library, branch library or member library open 40 hours or more each week (excluding holidays) during the grantee's fiscal year; and
  - Adopt or approve the Annual Plan of Service for the grantee's fiscal year.

2. **Length of Agreement.** This Agreement shall begin the date the agreement is signed by both the Grantee's Governing Body and the Division and continue until all grant funds have been expended, unless terminated in accordance with the provisions of Section 28 of this Agreement.
3. **Expenditure of Grant Funds.** The Grantee cannot obligate or expend any grant funds before the Agreement has been signed by all parties. No costs incurred after termination of the Agreement shall be allowed unless specifically authorized by the Division.
4. **Contract Administration.** The parties are legally bound by the requirements of this agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the contract manager within 10 days of the change.

**For the Division of Library and Information Services:**

Marian Deeney, Library Program Administrator  
Florida Department of State  
R.A. Gray Building  
Mail Station # 9D  
500 South Bronough Street  
Tallahassee, Florida 32399-0250  
Phone: 850.245.6620  
Facsimile: 850.245.6643  
Email: marian.deeney@dos.myflorida.com

**For the Grantee:**

Todd Humble, Project Manager  
239 North Spring Street Pensacola, Florida 32502-4822  
Phone: 850.530.0116  
Facsimile: 850.436.5039  
Email: tjhumble@mywfp.com

5. **Grant Payments.** The total grant award shall not exceed the amount specified on the "Fiscal Year 2017-18 State Aid to Libraries Final Grants" document (Attachment B), which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. Payment will be a fixed price in the amount of 100% of the grant award as specified in Attachment B. Payment will be made in accordance with the completion of the Deliverables.
6. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through EFT must submit a Vendor Direct Deposit Authorization form (incorporated by reference) to the Florida Department of Financial Services. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts. To download this form visit [myfloridacfo.com/Division/AA/Forms/DFS-A1-26E.pdf](http://myfloridacfo.com/Division/AA/Forms/DFS-A1-26E.pdf). The form also includes tools and information that allow you to check on payments.

7. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit [flvendor.myfloridacfo.com/](http://flvendor.myfloridacfo.com/). **A copy of the Grantee's Florida Substitute Form W-9 must be submitted by the Grantee to the Division with the executed Agreement.**

8. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*:

Should the library fail to provide free library service to the public or to be open for at least 40 hours per week, it will no longer be eligible to receive State Aid to Libraries grant funding, and its funding will be reduced to zero.

Payment will be withheld if Deliverables are not satisfactorily completed.

9. **Credit Line(s) to Acknowledge Grant Funding.** The Division requires public acknowledgement of State Aid to Libraries Grant funding for activities and publications supported by grant funds. Any announcements, information, press releases, publications, brochures, videos, web pages, programs, etc. created as part of a State Aid to Libraries Grant project must include an acknowledgment that State Aid to Libraries Grant funds were used to create them.

Use the following text:

"This project has been funded under the provisions of the State Aid to Libraries Grant program, which is administered by the Florida Department of State's Division of Library and Information Services."

10. **Non-allowable Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures (incorporated by reference), which are available online at [myfloridacfo.com/aadir/reference\\_guide](http://myfloridacfo.com/aadir/reference_guide).

Grant funds may not be used for the purchase or construction of a library building or library quarters

11. **Travel Expenses.** The Subgrantee must pay any travel expenses, from grant or local matching funds, in accordance to the provisions of Section 112.061, *Florida Statutes*

12. **Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the *Reference Guide for State Expenditures*.

13. **Repayment.** All refunds or repayments to be made to the Department under this agreement are to be made payable to the order of "Department of State" and mailed directly to the following address: Florida Department of State, Attention: Marian Deeney, Division of Library and Information Services, 500 South Bronough Street, Mail Station #9D, Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Recipient shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.
14. **Single Audit Act.** Each grantee, other than a grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment A for additional information regarding this requirement. If a Grantee is not required by law to conduct an audit in accordance with the Florida Single Audit Act because it did not expend at least \$750,000 in state financial assistance, it must submit a Financial Report on its operations pursuant to Section 257.41(3), *Florida Statutes* within nine months of the close of its fiscal year.
15. **Retention of Accounting Records.** Financial records, supporting documents, statistical records and all other records, including electronic storage media pertinent to the Project, shall be retained for a period of five (5) fiscal years after the close out of the grant and release of the audit. If any litigation or audit is initiated or claim made before the expiration of the five-year period, the records shall be retained for five fiscal years after the litigation, audit or claim has been resolved.
16. **Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts and transcripts.
17. **Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.
18. **Noncompliance.** Any Grantee that is not following *Florida Statutes* or rules, the terms of the grant agreement, Florida Department of State policies and guidance, local policies, or other applicable law or that has not submitted required reports or satisfied other administrative requirements for other Division of Library and Information Services grants or grants from any other Office of Cultural, Historical, and Information Programs (OCHIP) Division will be in noncompliance status and subject to the OCHIP Grants Compliance Procedure. OCHIP Divisions include the Division of Cultural Affairs, the Division of Historical Resources, and the Division of Library and Information Services. Grant compliance issues must be resolved before a grant award agreement may be executed and before grant payments for any OCHIP grant may be released.

19. **Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:
- a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance and expenditure of state funds;
  - b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division;
  - c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget;
  - d) The name of the account(s) must include the grant award number;
  - e) The Grantee's accounting records must have effective control over and accountability for all funds, property and other assets; and
  - f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills and canceled checks).
20. **Availability of State Funds.** The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature. In the event that the state funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee beyond those amounts already expended prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.
21. **Lobbying.** The Subgrantee will not use any grant funds for lobbying the state legislature, the state judicial branch or any state agency.
22. **Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.
23. **Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be independent contractors and will not be considered or permitted to be agents, servants, joint venturers or partners of the Division.

24. **Liability.** The Division will not assume any liability for the acts, omissions to act or negligence of the Grantee, its agents, servants or employees; nor may the Grantee exclude liability for its own acts, omissions to act or negligence to the Division.
- a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees and subcontractors. The Grantee shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with this Section.
  - b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity or increases the limits of its liability by entering into this Agreement.
  - c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
  - d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities, provided that such subcontract has been approved in writing by the Department prior to its execution and provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
25. **Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law. For consequences of noncompliance, see Section 18, Noncompliance.
26. **No Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap, pregnancy or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.
27. **Breach of Agreement.** The Division will demand the return of grant funds already received, will withhold subsequent payments and/or will terminate this agreement if the Grantee improperly expends and manages grant funds; fails to prepare, preserve or surrender records required by this Agreement; or otherwise violates this Agreement.

28. **Termination of Agreement.** The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement prior to the notification of termination if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages if grant funds are returned under this Section.
29. **Preservation of Remedies.** No delay or omission to exercise any right, power or remedy accruing to either party upon breach or violation by either party under this Agreement shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default or any similar breach or default.
30. **Non-Assignment of Agreement.** The Grantee may not assign, sublicense or otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties and obligations of the Division to another governmental entity, pursuant to Section 20.06, *Florida Statutes* or otherwise, the rights, duties and obligations under this Agreement shall be transferred to the succeeding governmental agency as if it was the original party to this Agreement.
31. **Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project in accordance with Section 287.057, *Florida Statutes*.
- a) Procurement of Goods and Services Not Exceeding \$35,000. The Grantee must use the applicable procurement method described below:
1. Purchases Up to \$2,500: Procurement of goods and services where individual purchases do not exceed \$2,500 do not require competition and may be conducted at the Grantee's discretion.
  2. Purchases or Contract Amounts Between \$2,500 and \$35,000: Goods and services costing between \$2,500 and \$35,000 require informal competition and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
- b) Procurement of Goods and Services Exceeding \$35,000. Goods and services costing over \$35,000 may be procured by either Formal Invitation to Bid, Request for Proposals or Invitation to Negotiate and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.

32. **Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes* and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.
33. **Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Library and Information Services.
34. **Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
35. **Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
36. **Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes* and the Americans with Disabilities Act of 1990.
37. **Governing Law.** This Agreement shall be construed, performed and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.
38. **Entire Agreement.** The entire Agreement of the parties consists of the following documents:
  - a) This Agreement
  - b) Florida Single Audit Act Requirements (Attachment A)
  - c) Fiscal Year 2017-18 State Aid to Libraries Final Grants (Attachment B)

The Grantee hereby certifies that they have read this entire Agreement and will comply with all of its requirements.

Date of Agreement: \_\_\_\_\_

Grantee:

Department of State:

By: \_\_\_\_\_  
D.B. Underhill, Chairman Date  
Escambia County Board of County Commissioners  
Escambia County, Florida

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

Typed name and title

Witness

By: \_\_\_\_\_  
Pam Childers, Clerk of the Circuit Court Date  
Escambia County, Florida

By: David J. Bryant 9/14/17  
David J. Bryant, Chairman Date  
West Florida Public Libraries Board of Governance  
Escambia County, Florida

Approved as to form and legal sufficiency.

By/Title: [Signature]  
Date: 9/15/17

# ATTACHMENT A FEDERAL AND STATE OF FLORIDA SINGLE AUDIT ACT REQUIREMENTS

## AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

## MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200.501 Section 215.97, *Florida Statutes*, monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 CFR 2 §200.425, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

## AUDITS

### **PART I: FEDERALLY FUNDED:**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR 200.90, 200.64 & 200.70 as revised.

1. In the event that the recipient expends \$750,000 for fiscal years ending after December 31, 2014 or more during the non-Federal entity's fiscal year in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of 2CFR 200.501. Exhibit 1 to this agreement indicates Federal resources awarded through the Department of State. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR 200.502. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR 200.514, as revised, will meet the requirement of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508.
3. If the recipient expends less than \$750,000 for fiscal years ending after December 31, 2014 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR 200.501 is not required. In the event that the recipient expends less than \$750,000 for fiscal years ending after December 31, 2014 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200.501, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities). (d) Exemption when Federal awards expended are less than \$750,000. A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 Relation to other audit requirements, but records must be available for

review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

U.S. Government Printing Office [www.ecfr.gov](http://www.ecfr.gov)

## **PART II: STATE FUNDED:**

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2) (1), *Florida Statutes*

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending after June 30, 2016), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, *Florida Statutes*; applicable rules of the Executive Office of the Governor and the Chief Financial Officer; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), *Florida Statutes*. This includes submission of a financial reporting package as defined by Section 215.97(2) (d), *Florida Statutes*, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending after June 30, 2016), an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year ending after June 30, 2016 and elects to have an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)

<http://www.fldfs.com/>

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)

<http://www.leg.state.fl.us/>

### **PART III: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. The Department of State at each of the following addresses:

Office of Inspector General  
Florida Department of State  
R. A. Gray Building, Room 114A  
500 South Bronough St.  
Tallahassee, FL 32399-0250

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of State at each of the following addresses:

Office of Inspector General  
Florida Department of State  
R. A. Gray Building, Room 114A  
500 South Bronough St.  
Tallahassee, FL 32399-0250

- B. The Auditor General's Office at the following address:

Auditor General's Office  
Room 401, Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

3. Any reports, management letter, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, *Florida Statutes*, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

4. Recipients, when submitting financial reporting packages to the Department of State for audits done

in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

#### **PART IV: RECORD RETENTION**

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.

**EXHIBIT – 1**

**FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

Not Applicable.

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

Not Applicable.

**STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**MATCHING RESOURCES FOR FEDERAL PROGRAMS:**

Not Applicable.

**SUBJECT TO SECTION 215.97, *Florida Statutes*:**

Florida Department of State, State Aid to Libraries; CSFA Number 45.030. Award Amount: See Attachment B.

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

The compliance requirements of this state project may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at <https://apps.fldfs.com/fsaa/>.

## ATTACHMENT B

[Fiscal Year 2017-18 State Aid to Libraries Final Grants to be attached by the Division upon execution of the agreement]

## Todd J. Humble

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**From:** Deeney, Marian <Marian.Deeney@DOS.MyFlorida.com>  
**Sent:** Thursday, August 10, 2017 9:10 AM  
**To:** Todd J. Humble  
**Subject:** State Aid Estimate

**Follow Up Flag:** FollowUp  
**Flag Status:** Flagged

Mr. Humble,

As the appropriation for State Aid was the same as this year, I would suggest that you use the final state aid amount as an estimate for the upcoming year - \$145,431

As you know, the actual amount will change once we receive everyone's application data, but this is a good place to start.

Let me know if you need anything else.

Marian Deeney  
Library Program Administrator  
Division of Library and Information Services  
R.A. Gray Building, 2nd Floor North  
500 South Bronough Street  
Tallahassee, FL 32399-0250  
850.245.6620 phone 850.245.6643 fax  
email: [marian.deeney@dos.myflorida.com](mailto:marian.deeney@dos.myflorida.com)

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

AI-12811

County Administrator's Report 10. 12.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/21/2017

Issue: Supplemental Budget Amendment #211 - IIDC Water and Sewer Grant

From: Stephan Hall, Budget Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

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**RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #211 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #211, Local Option Sales Tax Fund (352), in the amount of \$500,000, to recognize a Grant from the State of Florida Department of Environmental Protection (FDEP), and to appropriate these funds to provide financial assistance for the Escambia County Innerarity Water and Sewer Upgrade Project.

**BACKGROUND:**

Escambia County's Innerarity Water and Sewer Upgrade Project plays a vital role in the health and well-being of its citizens and communities. This FDEP Grant for \$500,000 will be used toward the sewer construction and a Task 2 change order requested by County Engineering.

On January 27, 2014, the Innerarity Island Development Corporation formerly filed a note of abandonment pursuant to Florida Statue 367.165 (1), and on March 21, 2014, the First Judicial Circuit Court ordered Escambia County to become the receiver of this now-abandoned water and wastewater utility system.

An Agreement in principal has been reached between Emerald Coast Utilities Authority (ECUA) and Escambia County for the ECUA to accept ownership and maintenance of the water and sewer upon completion of reconstruction to bring the utility to current standards, for which initial estimates are estimated at \$0.3 million for the design and \$2.8 million for construction.

**BUDGETARY IMPACT:**

This amendment will increase Fund 352 in the amount of \$500,000.

**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#211**

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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, Escambia County has received a grant from the State Department of Environmental Protection providing funding for the Innerarity Island Water and Sewer Upgrade Project and, 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:

LOST III Fund Name	352 Fund Number		
Revenue Title	Fund Number	Account Code	Amount
IIDC Water and Sewer Grant	352	335350	\$500,000
<b>Total</b>			<b>\$500,000</b>

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Improvements Other Than Buildings	352/110211	56301/16PF3502	\$500,000
<b>Total</b>			<b>\$500,000</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  
#211



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

AI-12840

County Administrator's Report 10. 13.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/21/2017

Issue: Approval to Issue Fiscal Year 2017-2018 Purchase Orders in Excess of \$50,000

From: Tammy Jarvis, Department Director

Organization: Corrections

CAO Approval:

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**RECOMMENDATION:**

Recommendation Concerning Purchase Orders in Excess of \$50,000 for Fiscal Year 2017-2018 for Various Divisions of the Corrections Department - Tammy Jarvis, Corrections Department Director

That the Board, for Fiscal Year 2017-2018, approve the issuance of blanket and/or individual purchase orders in excess of \$50,000, as provided, based upon previously-awarded contracts, contractual agreements, annual requirements, or bids in process for the various divisions of the Corrections Department.

**BACKGROUND:**

Issuance of purchase orders is necessary to ensure continuity of mission critical services provided by the Corrections Department whose function include Law Enforcement related activities. These allocations are included in the fiscal year 2017-2018 budget and comply with the purchasing policies and procedures established by the County.

**BUDGETARY IMPACT:**

Funding: Fund 114 Misdemeanor Probation Fund, Cost Centers 290301-Misdemeanor Probation, 290305-Residential Probation, 290306-Pre Trial Diversion; Fund 001 General Fund, Cost Centers 290307-Pre Trial Release, 290401-Detention (Jail), 290402-Inmate Medical; Fund 111 Detention/Jail Commissary, Cost Center 290406-Detention/Jail Commissary; Fund 175 Transportation Trust Fund, Cost Center 290202-Care and Custody (Road Prison)

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Code of Ordinances of Escambia County Florida, Chapter 46, Finance, Article II, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

Upon approval of this recommendation, after the start of fiscal year 2017-2018 (October 1, 2017) a purchase order requisition will be submitted to the Office of Purchasing for processing related to each item.

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**Attachments**

Corrections Dept FY18 POs Over \$50,000

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**Escambia County Corrections: Community Corrections Division:**

Vendor	Amount	Cost Center/ Object Code	Contract#
3M Electronic Monitoring	\$110,000	290301/53401	WSCA-NASPO Contract #00212 as provided for in PD15-16.017
Aramark	\$55,650	290305/53401	PD 13-14.065
Drug Free Workplaces Inc	\$92,700	290301/53101 290305/53101 290306/53101 290307/53101	PD 14-15.013
Spirit Solutions	\$65,000	290301/53101 290307/54601	PD 16-17.025

**Escambia County Corrections: Jail Division:**

Vendor	Amount	Cost Center/ Object Code	Contract#
Aramark	\$1,177,213	290401/53401	PD 13-14.065
Baptist Hospital-In Patient	\$825,880	290402/53101	Related to Emergency Inmate Medical Care
Bob Barker	\$65,000	290406/55201	PD 13-14.046
Charles Neely Corp DBA PR Chemical	\$185,000	290401/55201 290406/55201	PD 13-14.046
Diamond Drugs	\$1,535,004	290402/55201	PD 16-17.005
Galls, LLC	\$85,660	290401/55201	PD 13-14.048
George A. Smith, MD (Physician)	\$84,000	290402/53101	Agreement BCC Approved 09/16/2013
Locum Tenens	\$154,560	290402/53101	No bids received for PD 15-16.046 or PD 15-16.068, deferring to staffing agency to provide necessary care for inmate population
Renal Care Group-DBA Baptist Medical Tower	\$130,240	290402/53101	Related to Emergency Inmate Medical Care
Renal Care Group-DBA Cordova	\$116,240	290402/53101	Related to Emergency Inmate Medical Care
Sacred Heart Hospital-Lap Testing	\$93,229	290402/53101	Related to Emergency Inmate Medical Care
Sacred Heart Hospital-In Patient	\$290,000	290402/53101	Related to Emergency Inmate Medical Care
Sacred Heart Medical Group Emerg. Physicians	\$68,000	290402/53101	Related to Emergency Inmate Medical Care
Walton County Sheriff's Office	\$4,106,250	290401/53401	Agreement BCC Approved 07/06/2017

**Escambia County Corrections: Road Prison Division:**

Vendor	Amount	Cost Center/ Object Code	Contract#
Merchants	\$80,000	290202/55201	PD 16-17.024
Sysco	\$60,000	290202/55201	PD 16-17.024



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

AI-12863

County Administrator's Report 10. 14.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/21/2017

Issue: Exercising The Second of Two Possible One-Year Extensions Related to The Agreement For Physician Services With George A. Smith, M.D.

From: Tammy Jarvis, Department Director

Organization: Corrections

CAO Approval:

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**RECOMMENDATION:**

Recommendation Concerning Utilization of the Second of Two Possible One-Year Extensions Providing for Part-Time Physician Services With Dr. George A. Smith, M.D. - Tammy Jarvis, Corrections Department Director

That the Board approve the utilization of the second of two possible one-year extensions provided for under Section 2 of the Agreement for Physician Services with Dr. George A. Smith, M.D., for part-time physician services.

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

**BACKGROUND:**

In order to maintain continuity of services following the transition of control over the Escambia County Jail from the Escambia County Sheriff's Office to the County, an agreement was entered into between the County and Dr. George A. Smith, M.D. for physician services at the Escambia County Jail. Section 2 of the respective agreement outlines the term of the agreement. The term is listed as three years with two possible one-year extensions. It is the request of the Corrections Department that we utilize the last of the two possible one-year extensions for the period of October 1, 2017 to September 30, 2018. During the course of the coming year the department will put the part time physician services for the facility out to bid utilizing the County's established procurement procedures.

**BUDGETARY IMPACT:**

Funding: Fund 001, General Fund; Cost Center 290402.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney, reviewed the initial agreement. The utilization of the extension as provided for in section 2 of the agreement does not require an amendment to the agreement.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The Board has indicated that they wish to review those agreements in which the County indicates the desire to exercise the option to utilize extensions beyond the initial term of the agreement.

**IMPLEMENTATION/COORDINATION:**

Upon approval, the Corrections Department will work with the vendor to make sure the contract requirements are fulfilled.

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**Attachments**

Agreement for Physician Services, Dr. George A. Smith, M.D.

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**AGREEMENT FOR PHYSICIAN SERVICES**

**THIS AGREEMENT** is made this 27 day of August, 2013, by and between, Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and George A. Smith, M.D. (hereinafter referred to as "Contractor").

**WITNESSETH:**

**WHEREAS**, the County desires to retain the services of the Contractor as a Physician for the Escambia County Jail Facility as set forth herein; and

**WHEREAS**, Contractor is qualified to render such services; and

**WHEREAS**, the County and Contractor desire to enter into this Agreement in order to specify their respective rights, duties and obligations.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, the Contractor and the County agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. Term. This Agreement shall commence on October 1, 2013, and continue for a term of three (3) years with an option to renew for two (2) successive one (1) year periods. In no event shall the term of this agreement exceed the duration of five (5) years from the date of commencement.
3. Scope of Services. Contractor agrees to provide physician services at the Escambia County Jail Facility on an "as-needed" basis. Physician services shall include, but not be limited to, patient care and evaluation, telephone consultation with ARNPs, review and audit of medical records, review of protocols, and other administrative duties. Contractor affirms he is qualified to provide such services in the State of Florida and, during the term of this Agreement, shall remain a member in good standing of the Florida Board of Medicine.
4. Hourly Compensation. In exchange for Contractor's provision of the scope of services referenced above, County shall pay Contractor at the rate of **\$100.00 per hour** for physician services. The Parties agree said annual compensation payable under this agreement shall not exceed a maximum total of **Eighty Four Thousand (\$84,000.00) Dollars**. During the term of this Agreement, the rate of hourly compensation may be periodically reviewed and adjusted at the County's sole discretion through written amendment to the agreement.

Verified By: *Olivia*  
Date: 9/18/2013

5. **Facilities and Equipment:** It is understood and agreed that the County shall not be obligated to provide Contractor with any facilities, equipment, or administrative support staff. The Contractor shall bear responsibility, at the Contractor's sole cost and expense, to provide such facilities, equipment, and support staff as required for the performance of this Agreement

6. **Method of Billing.** Contractor shall submit invoices to the County on a monthly basis. Invoices shall reflect the amount due and owing for monthly fees and approved expenses with appropriate supporting documentation. The County agrees it shall make its best efforts to render payment within thirty (30) days of receipt and approval of Contractor's invoice.

7. **Termination.** Either party may terminate this Agreement prior to expiration of the term with or without cause upon 30 days written notice to the other party. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination.

8. **Indemnification.** Contractor shall indemnify and hold harmless Escambia County, its elected and appointed officials, employees, volunteers, representative and agents for any and all claims, suits, actions, damages, liabilities and expenses arising from or relating to the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable.

9. **Insurance.** During the term of this Agreement, County shall include Contractor as an insured under the County's group medical malpractice insurance policy for services rendered pursuant to this agreement.

10. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

11. **Public Records.** The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

12. **Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed

herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

13. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.

14. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

15. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

16. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

17. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature.

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

Witness: Angela Crady

By: George Touart  
George Touart, Interim County Administrator

Witness: Joel Nacartun

Date: 9-17-2013

**CONTRACTOR:**

Witness: Rebecca Kay

By: George A. Smith, M.D.

Witness: Judy Fortin

Date: 8/27/13

Approved as to form and legal  
sufficiency.  
By/Title: [Signature], HCA  
Date: 8/25/13



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

**AI-12841**

**County Administrator's Report 10. 15.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/21/2017

**Issue:** Exercising The First of Two Possible One-Year Extensions Related to PD13-14.064

**From:** Tammy Jarvis, Department Director

**Organization:** Corrections

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning Utilization of the First of Two Possible One-Year Extensions Provided for in the Agreement Relating to Inmate Phone Services for the Escambia County Jail, PD 13-14.064 - Tammy Jarvis, Corrections Department Director

That the Board approve the utilization of the first of two possible one-year extensions provided for under Section 2 of the Agreement relating to Inmate Phone Services for the Escambia County Jail covered by PD 13-14.064.

[Funding: This is a revenue Agreement benefiting the Jail's Inmate Welfare Fund, Fund 111]

**BACKGROUND:**

On July 14, 2014, the County issued an Invitation to Bidders (PD13-14.064) seeing vendors to provide inmate telephone services to the Escambia County Jail. On September 25, 2014 the County entered into an agreement with CenturyLink for the desired service. Section 2 of the respective agreement outlines the term of the agreement. The term is listed as three years with two possible one-year extensions to be utilized at the County's discretion. It is the request of the Corrections Department that we utilize one of the two additional one-year terms for the period of September 26, 2017 to September 25, 2018. The number of inmates who have access to a given providers telephone system has a substantial impact on the structure of bids that would be received. It is the desire of the Corrections Department to be able to provide potential vendors with the most up to date information related to the size of the potential population. We are hopeful that by the end of this extension we will have information regarding the timeline of a new facility. This information will allow the most complete set of RFP documents to be compiled and provided to potential bidders.

**BUDGETARY IMPACT:**

This is a revenue agreement related to Fund 111, Detention/Jail Commissary.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney, reviewed the initial agreement. The utilization of the extension as provided for in section 2 of the agreement does not require an amendment to the agreement.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The Board has indicated that they wish to review those agreements in which the County indicates the desire to exercise the option to utilize extensions beyond the initial term of the agreement.

**IMPLEMENTATION/COORDINATION:**

Upon approval, the Corrections Department will work with the vendor to make sure the contract requirements are fulfilled.

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**Attachments**

CenturyLink, PD13-14.064

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Escambia County  
Clerk's Original

09/25/2014/CAR 11-14

AGREEMENT RELATING TO INMATE PHONE SERVICE PD13-14.064

This Agreement is made and entered into this 25<sup>th</sup> day of September, 2014, by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and CenturyLink Public Communications, Inc. d/b/a CenturyLink, a Florida for-profit corporation, authorized to do business in the State of Florida (hereinafter referred to as "Contractor"), whose principal address is 5454 West 110<sup>th</sup> Street, Overland Park, Kansas 66211.

**WITNESSETH:**

**WHEREAS**, on July 14, 2014, the County issued an Invitation to Bidders (PD 13-14.064) seeking a contractor to provide inmate phone service to the inmates in the Escambia County Jail (hereinafter referred to as "Facility"); and

**WHEREAS**, Contractor was the most responsive and responsible bidder proposing to provide such services; and

**WHEREAS**, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. **Recitals.** The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Term.** This Agreement shall commence as of the effective date and continue for a term of three (3) years. At the County's discretion, the contract may be renewed for two additional one (1) year periods.

After exercising all options to renew, the County may unilaterally extend this Agreement for an additional six (6) months. The County shall provide written notice of the desire to extend the agreement no later than sixty (60) days prior to the expiration of the last one (1) year renewal period. The total duration of this agreement, including the exercise of all options to renew/extend, shall not exceed the duration of five (5) years and six (6) months.

3. **Scope of Services.** Contractor agrees to perform in accordance with the terms and conditions as outlined in the Scope of Work provided as part of Escambia County's Invitation to Bidders, Specification No. P.D. 13-14.064, attached hereto as Exhibit "A". In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. **Fee.** In consideration for the right to provide inmate phone services, Contractor shall pay County a fee equal to a percentage of *Gross Revenue*, as defined herein, as provided in the Contractor's Bid Form, dated August 4, 2014, provided as part of the Contractor's Proposal, attached hereto as Exhibit "B".

Date: 09/26/2014 Verified By: MA Curb

For the purpose of this agreement, *Gross Revenue* shall mean amounts billed to those who accept collect calls made by inmates or amounts billed for calls placed by way of a prepaid account or a debit account established for inmate telephone services. Gross Revenue shall not include taxes or fees assessed by government entities.

In accordance with Contractor's General Exchange Tariff, Gross Revenue shall not include calls by inmates to his or her appointed counsel with the Office of the Public Defender.

5. Method of Payment. Contractor shall submit invoices to County on a monthly basis. Invoices shall reflect the call activity, billing reports, and amount due and owing to County with appropriate supporting documentation. Fees shall be paid to County within sixty days of the close of each month.

6. Charges and Programming of Phones. The applicable rates and fees to be charged for calls made by inmates using the inmate phone service shall be in accordance with the Contractor's proposal, attached hereto as Exhibit "B".

All inmate phones will be programmed to process collect, debit and prepaid calls only, and calls charged to a third party and credit cards will not be permitted. Call charges will only include the time from the point at which the called party accepts the call and will end when either party returns the phone handset to the on-hook position or until either party attempts a hook flash. There will be no charge to the called party for any setup time.

Fraudulent usage or expenses related to fraudulent use of the inmate phone service by inmates will be the sole responsibility of Contractor.

7. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the County shall be paid for materials purchased through the date of termination.

8. Maintenance. Without cost to the County, Contractor shall be responsible for the maintenance and repair of the inmate phone service equipment. County shall allow Contractor reasonable access to the facilities during normal business hours to perform such maintenance and repair. Should the County observe or receive reports of any malfunction or loss of service, County shall immediately notify Contractor.

Contractor's failure to properly maintain the inmate phone service equipment to the reasonable satisfaction of County shall constitute a breach of this agreement and grounds for immediate termination.

9. Loss, Damage, or Destruction. County shall not be liable for any loss, damage, or destruction of or to the inmate phone service equipment.

The inmate phone service equipment is subject to removal by Contractor in the event of theft, excessive vandalism, fraudulent usage or governmental regulatory restrictions which prohibit or prevent Contractor from complying with the terms of this Agreement.

The Parties shall cooperate and use their best efforts to prevent fraudulent usage, vandalism, or other damage to the inmate phone service equipment.

10. Ownership of Property. All equipment, fixtures and supplies furnished by Contractor shall remain the sole property of Contractor. Upon termination or expiration of the agreement, County shall allow Contractor reasonable access to the facilities during normal business hours to remove such property.

11. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

12. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Excess or Umbrella Liability coverage.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

13. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

14. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: CenturyLink  
Attention: Paul Cooper  
Mailstop KSOPKJ0302-302  
5454 West 110<sup>th</sup> Street  
Overland Park, KS 66211

To: Escambia County  
Attention: County Administrator  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

16. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and its surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

17. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

18. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to the rules and regulations of the Federal Communications Commission and the Florida Public Service Commission.

19. Confidentiality. To the extent permitted by law, the Contractor shall not use, disclose or disseminate to any person, firm, corporation or entity any confidential information related to the

Escambia County Correctional System including, but not limited to, security system plans, building plans, computer systems, processes or data of any other kind. Contractor acknowledges that a breach of this provision will cause irreparable injury to the County for which County shall be entitled to temporary and permanent injunctive relief. This provision shall remain in full force and effect and enforceable even after the expiration or termination of this agreement.

20. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

21. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

22. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature:

Approved as to form and legal sufficiency.

By/Title:

Date:

*[Handwritten Signature]*  
9/5/14

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

By:

*[Handwritten Signature]*  
Lumon J. May, Chairman

Date:

09/26/2014

ATTEST: PAM CHILDERS  
Clerk of the Circuit Court

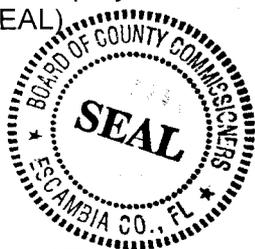
BCC Approved:

09-25-2014

By:

*[Handwritten Signature]*  
Deputy Clerk

(SEAL)



**CONTRACTOR:**

**CenturyLink Public Communications, Inc.,**  
**d/b/a CenturyLink**

By:

*[Handwritten Signature]*  
PAUL COOPER, GENERAL MANAGER

Date:

9/22/2014

ATTEST:

By:

*[Handwritten Signature]*  
Corporate Secretary

(SEAL)



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

**AI-12842**

**County Administrator's Report 10. 16.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/21/2017

**Issue:** Exercising The Second of Two Possible One-Year Extensions Related to The Agreement For Chaplain Services With New Vision Worship Center

**From:** Tammy Jarvis, Department Director

**Organization:** Corrections

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning Utilization of the Second of Two Possible One-Year Extensions Provided for in the Agreement for Chaplain Services with New Vision Worship Center of Northwest Florida, Inc. - Tammy Jarvis, Corrections Department Director

That the Board approve the utilization of the second of two possible one-year extensions provided for under Section 2 of the Agreement for Chaplain Services with New Vision Worship Center of Northwest Florida, Inc.

[Funding: Fund 111, Detention/Jail Commissary, Cost Center 290406]

**BACKGROUND:**

In order to maintain the continuity of services following the transition of control over the Escambia County Jail from the Escambia County Sheriff's Office to the County, an agreement was entered into between the County and New Vision Worship Center of Northwest Florida, Inc. Section 2 of the respective agreement outlines the term of the agreement. The term is listed as three years with two possible one-year extensions. It is the request of the Corrections Department that we utilize the last of the two possible one-year extensions for the period of October 1, 2017 to September 30, 2018. During the course of the coming year the department will put the chaplain services for the facility out to bid utilizing the County's established procurement procedures.

**BUDGETARY IMPACT:**

Funding: Fund 111, Detention/Jail Commissary, Cost Center 290406.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney, reviewed the initial agreement. The utilization of the extension as provided for in section 2 of the agreement does not require an amendment to the agreement.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The Board has indicated that they wish to review those agreements in which the County indicates the desire to exercise the option to utilize extensions beyond the initial term of the agreement.

**IMPLEMENTATION/COORDINATION:**

Upon approval, the Corrections Department will work with the vendor to make sure the contract requirements are fulfilled.

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**Attachments**

Agreement for Chaplain Services, New Vision Worship Center of Northwest Florida, Inc.

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14000688  
140629

## AGREEMENT FOR CHAPLAIN SERVICES

THIS AGREEMENT is made this 16<sup>th</sup> day of September, 2013, by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and New Vision Worship Center of Northwest Florida, Inc., (hereinafter referred to as "Contractor") whose principal address is 5573 Stewart Street, Milton, FL 32570.

### WITNESSETH:

**WHEREAS**, the County desires to retain the services of the Contractor to assist in the provision of Chaplain services for inmates housed in the Escambia County Central Booking and Detention Facility and the Main Jail Facility as set forth herein; and

**WHEREAS**, Contractor is qualified to render such services; and

**WHEREAS**, the County and Contractor desire to enter into this Agreement in order to specify their respective rights, duties and obligations.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, the Contractor and the County agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. Term. This Agreement shall commence on October 1, 2013, and continue for a term of three (3) years with an option to renew for two (2) successive one (1) year periods. In no event shall the term of this agreement exceed the duration of five (5) years from the date of commencement.
3. Scope of Services. Contractor agrees to provide Chaplain services for inmates housed in the Escambia County Central Booking and Detention Facility and the Main Jail Facility on an "as-needed" basis.
4. Compensation. In exchange for Contractor's provision of the scope of services referenced above, County shall pay Contractor in the amount of \$25,000.00 per year (\$2,083.33 per month) for all services rendered. During the term of this Agreement, the rate of compensation may be periodically reviewed and adjusted at the County's sole discretion through written amendment to the agreement.
5. Facilities and Equipment: It is understood and agreed that the County shall not be obligated to provide Contractor with any facilities, equipment, or administrative support staff. The Contractor shall bear responsibility, at the Contractor's sole cost and

expense, to provide such facilities, equipment, and support staff as required for the performance of this Agreement

6. **Method of Billing.** Contractor shall submit invoices to the County on a monthly basis. Invoices shall reflect the amount due and owing with appropriate supporting documentation. The County agrees it shall make its best efforts to render payment within thirty (30) days of receipt and approval of Contractor's invoice.

7. **Termination.** Either party may terminate this Agreement prior to expiration of the term with or without cause upon 30 days written notice to the other party. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination.

8. **Indemnification.** Contractor shall indemnify and hold harmless Escambia County, its elected and appointed officials, employees, volunteers, representative and agents for any and all claims, suits, actions, damages, liabilities and expenses arising from or relating to the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable.

9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

10. **Public Records.** The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

11. **Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

12. **Compliance with Laws.** Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.

13. **Assignment of Agreement.** This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement

shall run with the Escambia County Board of County Commissioners and its successors.

14. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

15. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

16. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature.

Approved as to form and legal sufficiency.

By/Title: Richard A. Holt  
Date: 9/13/13

Witness: Angela Crawley

Witness: Larry MacArthur

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

By: George Touart  
George Touart, Interim County Administrator

Date: 9-17-2013

**CONTRACTOR:**  
**NEW VISION WORSHIP CENTER OF**  
**NORTHWEST FLORIDA, INC.**

By: Willie Tracy Leggett  
By: Willie Tracy Leggett

Date: 9/13/13

ATTEST:

By: Lake S. Mack  
Corporate Secretary

(SEAL)



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

**AI-12864**

**County Administrator's Report 10. 17.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/21/2017

**Issue:** Exercising the Second of Two Possible One-Year Extensions Related to The Agreements For Inmate Haircare Services

**From:** Tammy Jarvis, Department Director

**Organization:** Corrections

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning Utilization of the Second of Two Possible One-Year Extensions Provided for in the Agreements Related to the Inmate Haircare Services at the Escambia County Jail - Tammy Jarvis, Corrections Department Director

That the Board approve the utilization of the second of two possible one-year extensions provided for under Section 2 of the following Agreements for inmate haircare services at the Escambia County Jail:

A. Agreement for Barbering Services between Leron Burnett and Escambia County, Florida, Board approved September 5, 2013;

B. Agreement for Services between Velma Cannon and Escambia County, Florida, Board approved September 5, 2013; and

C. Agreement for Services between Yvonne Pelzer and Escambia County, Florida, Board approved September 5, 2013.

[Funding: Fund 111, Detention/Jail Commissary, Cost Center 290406]

**BACKGROUND:**

In order to maintain the continuity of services following the transition of control over the Escambia County Jail from the Escambia County Sheriff's Office to the County, agreements were entered into between the County and the three named haircare service providers. Section 2 of the respective agreements outlines the terms of the agreements. The terms are listed as three years with two possible one-year extensions. It is the request of the Corrections Department that we utilize the last of the two possible one-year extensions for each agreement to cover the period of October 1, 2017 to September 30, 2018. During the course of the coming year the department will put the haircare services for the inmate population out to bid utilizing the County's established

procurement procedures.

**BUDGETARY IMPACT:**

Funding: Fund 111, Detention/Jail Commissary, Cost Center 290406.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney, reviewed the initial agreement. The utilization of the extensions does as provided for in Section 2 of the agreements does not require an amendment to the agreements.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The Board has indicated that they wish to review those agreements in which the County indicates the desire to exercise the option to utilize extensions beyond the initial term of the agreement.

**IMPLEMENTATION/COORDINATION:**

Upon approval, the Corrections Department will work with the vendors to make sure the contract requirements are fulfilled.

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**Attachments**

Agreement for Barbering Services, Leron Burnett

Agreement for Services, Velma Cannon

Agreement for Services, Yvonne Pelzer

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W-91  
9/20/13  
Vendor # 026728

**AGREEMENT FOR BARBERING SERVICES**

**THIS AGREEMENT** is made this 5<sup>th</sup> day of September, 2013, by and between, Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Leron Burnett, a barber duly licensed under Florida law (hereinafter referred to as "Contractor").

**WITNESSETH:**

**WHEREAS**, the County desires to retain Contractor to provide services as a barber for the inmates incarcerated in the Escambia County Central Booking and Detention Facility and the Main Jail Facility as set forth herein; and

**WHEREAS**, Contractor is qualified to render such services; and

**WHEREAS**, the County and Contractor desire to enter into this Agreement in order to specify their respective rights, duties and obligations.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, the Contractor and the County agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. Term. This Agreement shall commence on October 1, 2013, and continue for a term of three (3) years with an option to renew for two (2) successive one (1) year periods. In no event shall the term of this agreement exceed the duration of five (5) years from the date of commencement.
3. Scope of Services. Contractor agrees to provide services as a barber for the inmates incarcerated in the Escambia County Central Booking and Detention Facility and the Main Jail Facility.
4. Compensation. In exchange for Contractor's provision of the scope of services referenced above, County shall pay Contractor at a rate of \$5.00 per haircut per inmate.
5. Facilities and Equipment: It is understood and agreed that the County shall not be obligated to provide Contractor with any facilities, equipment, or administrative support staff. The Contractor shall bear responsibility, at the Contractor's sole cost and expense, to provide such facilities, equipment and administrative support staff as required for the performance of this Agreement. In addition, Contractor agrees to comply with all standard sanitation requirements regarding the disinfection of tools and equipment.

Verified By: *Attoria*  
Date: 9/10/2013

6. Method of Billing. Contractor shall submit invoices to the County on a monthly basis. Invoices shall reflect the amount due and owing for monthly fees and approved expenses with appropriate supporting documentation. The County agrees it shall make its best efforts to render payment within thirty (30) days of receipt and approval of Contractor's invoice.

7. Termination. Either party may terminate this Agreement prior to expiration of the term without cause upon 30 days written notice to the other party. The County may immediately terminate this Agreement for cause without prior notice to Contractor. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination.

8. Indemnification. Contractor shall save harmless, indemnify and defend the County and its agents, officers, and employees from any and all claims, suits, actions, damages, liabilities and expenses arising from or relating to the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

10. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

11. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

12. Compliance with Laws and Licensure. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement and any other applicable rules and regulations governing the practice of the Contractor's trade. Contractor certifies he is appropriately licensed, certified and/or registered according to the applicable laws and shall present proof of same prior to providing such services.

13. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

14. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

15. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

16. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

**IN WITNESS WHEREOF,** the parties hereto have made and executed this Agreement on the respective dates under each signature.

Approved as to form and legal sufficiency.

By/Title: [Signature]

Date: 8/20/13

Susan Hendrix

WITNESS

[Signature]  
WITNESS

COUNTY:  
BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: [Signature]  
George Touart, Interim County Administrator

Date: 9-6-13

CONTRACTOR:  
Leron Burnett

By: [Signature]

Date: 8 Aug 2013

Witness: [Signature]

Witness: [Signature]

Aug 12, 2013

ESCAMBIA COUNTY  
CLERK'S ORIGINAL  
9/5/2013 CAR II-12 A(2)

2013-000825 BCC  
Sept. 5, 2013 Page 4  
W-9 9/24/12  
Vendor # 83047

**AGREEMENT FOR SERVICES**

**THIS AGREEMENT** is made this 5<sup>th</sup> day of September, 2013, by and between, Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Velma Cannon, a beautician duly licensed under Florida law (hereinafter referred to as "Contractor").

**WITNESSETH:**

**WHEREAS**, the County desires to retain Contractor to provide services as a beautician for the inmates incarcerated in the Escambia County Central Booking and Detention Facility and the Main Jail Facility as set forth herein; and

**WHEREAS**, Contractor is qualified to render such services; and

**WHEREAS**, the County and Contractor desire to enter into this Agreement in order to specify their respective rights, duties and obligations.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, the Contractor and the County agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. Term. This Agreement shall commence on October 1, 2013, and continue for a term of three (3) years with an option to renew for two (2) successive one (1) year periods. In no event shall the term of this agreement exceed the duration of five (5) years from the date of commencement.
3. Scope of Services. Contractor agrees to provide services as a beautician for the inmates incarcerated in the Escambia County Central Booking and Detention Facility and the Main Jail Facility.
4. Compensation. In exchange for Contractor's provision of the scope of services referenced above, County shall pay Contractor at a rate of \$10.00 per haircut per inmate.
5. Facilities and Equipment: It is understood and agreed that the County shall not be obligated to provide Contractor with any facilities, equipment, or administrative support staff. The Contractor shall bear responsibility, at the Contractor's sole cost and expense, to provide such facilities, equipment and administrative support staff as required for the performance of this Agreement. In addition, Contractor agrees to comply with all standard sanitation requirements regarding the disinfection of tools and equipment.

Verified By: *Harris*  
Date: 9/10/2013

6. Method of Billing. Contractor shall submit invoices to the County on a monthly basis. Invoices shall reflect the amount due and owing for monthly fees and approved expenses with appropriate supporting documentation. The County agrees it shall make its best efforts to render payment within thirty (30) days of receipt and approval of Contractor's invoice.

7. Termination. Either party may terminate this Agreement prior to expiration of the term without cause upon 30 days written notice to the other party. The County may immediately terminate this Agreement for cause without prior notice to Contractor. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination.

8. Indemnification. Contractor shall save harmless, indemnify and defend the County and its agents, officers, and employees from any and all claims, suits, actions, damages, liabilities and expenses arising from or relating to the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

10. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

11. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

12. Compliance with Laws and Licensure. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement and any other applicable rules and regulations governing the practice of the Contractor's trade. Contractor certifies she is appropriately licensed, certified and/or registered according to the applicable laws and shall present proof of same prior to providing such services.

13. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

14. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

15. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

16. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

**IN WITNESS WHEREOF,** the parties hereto have made and executed this Agreement on the respective dates under each signature.

Approved as to form and legal sufficiency.

By/Title: [Signature]  
Date: 8/26/13

Susan Hendrix  
WITNESS

[Signature]  
WITNESS

COUNTY:  
BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: [Signature]  
George Touart, Interim County Administrator

Date: 9-6-13

CONTRACTOR:  
Velma Cannon

By: [Signature]

Date: 8/5/13

Witness: [Signature]

Witness: [Signature]

Verif# 252161  
W-9

**AGREEMENT FOR SERVICES**

THIS AGREEMENT is made this 18 day of August, 2013, by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Yvonne Pelzer, a beautician duly licensed under Florida law (hereinafter referred to as "Contractor").

**WITNESSETH:**

**WHEREAS**, the County desires to retain Contractor to provide services as a beautician for the inmates incarcerated in the Escambia County Central Booking and Detention Facility and the Main Jail Facility as set forth herein; and

**WHEREAS**, Contractor is qualified to render such services; and

**WHEREAS**, the County and Contractor desire to enter into this Agreement in order to specify their respective rights, duties and obligations.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, the Contractor and the County agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. Term. This Agreement shall commence on October 1, 2013, and continue for a term of three (3) years with an option to renew for two (2) successive one (1) year periods. In no event shall the term of this agreement exceed the duration of five (5) years from the date of commencement.
3. Scope of Services. Contractor agrees to provide services as a beautician for the inmates incarcerated in the Escambia County Central Booking and Detention Facility and the Main Jail Facility.
4. Compensation. In exchange for Contractor's provision of the scope of services referenced, County shall pay Contractor at a rate of \$10.00 per haircut per inmate.
5. Facilities and Equipment: It is understood and agreed that the County shall not be obligated to provide Contractor with any facilities, equipment, or administrative support staff. The Contractor shall bear responsibility, at the Contractor's sole cost and expense, to provide such facilities, equipment and administrative support staff as required for the performance of this Agreement. In addition, Contractor agrees to comply with all standard sanitation requirements regarding the disinfection of tools and equipment.

Date: 9/10/2013 Verified By: *D. Kaurin*

6. **Method of Billing.** Contractor shall submit invoices to the County on a monthly basis. Invoices shall reflect the amount due and owing for monthly fees and approved expenses with appropriate supporting documentation. The County agrees it shall make its best efforts to render payment within thirty (30) days of receipt and approval of Contractor's invoice.

7. **Termination.** Either party may terminate this Agreement prior to expiration of the term without cause upon 30 days written notice to the other party. The County may immediately terminate this Agreement for cause without prior notice to Contractor. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination.

8. **Indemnification.** Contractor shall save harmless, indemnify and defend the County and its agents, officers, and employees from any and all claims, suits, actions, damages, liabilities and expenses arising from or relating to the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable.

9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

10. **Public Records.** The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

11. **Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

12. **Compliance with Laws and Licensure.** Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement and any other applicable rules and regulations governing the practice of the Contractor's trade. Contractor certifies she is appropriately licensed, certified and/or registered according to the applicable laws and shall present proof of same prior to providing such services.

13. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

14. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

15. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

16. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

Approved as to form and legal sufficiency.

By/Title: Kathleen ACH  
Date: 8/26/13

Susan Hendrix

WITNESS

Karen D. ...  
WITNESS

COUNTY:  
BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: George Touart  
George Touart, Interim County Administrator

Date: 9-6-13

CONTRACTOR:  
Yvonne Pelzer

By: Yvonne Pelzer

Date: 8/18/2013

Witness: Al Boone

Witness: Re Mel Rector



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

**AI-12875** **County Administrator's Report** **10. 18.**  
**BCC Regular Meeting** **Budget & Finance Consent**

**Meeting Date:** 09/21/2017

**Issue:** Fourth Amendment to Agreement For Inmate Food Service  
PD13-14.065 with Aramark Correctional Services, LLC

**From:** Tammy Jarvis, Department Director

**Organization:** Corrections

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning the Fourth Amendment to the Agreement for Inmate Food Service PD 13-14.065 - Tammy Jarvis, Corrections Department Director

That the Board approve and authorize the Chairman to sign, the Fourth Amendment to Agreement for Inmate Food Service PD 13-14.065, between Escambia County, Florida, and Aramark Correctional Services, LLC, which provides the food service for the Escambia County Jail and the Escambia County Work Release Facility. The Amendment increases the price per meal by \$0.018 effective October 1, 2017, and will bring the total price per meal from \$0.8234 to \$0.8414 for both the Escambia County Jail and the Escambia County Work Release Facility.

[Funding is available to cover this increased cost in General Fund 001, Detention Cost Center 290401, Object Code 53401; and Misdemeanor Probation Fund 114, Residential Probation Cost Center 290305, Object Code 53401]

**BACKGROUND:**

On September 25, 2014, after a competitive bidding process facilitated by the Escambia County Office of Purchasing, Escambia County entered into Agreement PD 13-14.065 with Aramark Correctional Services, LLC, to provide food service to the Escambia County Jail and the Escambia County Work Release Facility. Section 5 of the original agreement noted the fact that the prices as bid expired on September 30, 2015 and thereafter, for each 12 month period, the contractor can submit a written request for a price adjustment. The request received from Aramark was accompanied by written justification outlining that there has been a 2.17% increase in Food Away From Home category of the CPI as identified by the Bureau of Labor Statistics for the year following the last requested adjustment.

**BUDGETARY IMPACT:**

Funding is available to cover this increase cost in General Fund 001; Jail Detention Cost Center 290401; Object Code 53401 and Misdemeanor Probation Fund 114; Residential Probation Cost Center 290305; Object Code 53401.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

This amendment has been reviewed by Kristin Hual, Assistant County Attorney, and found legally sufficient.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Escambia County Board of County Commissioners' Policy requires contract amendments to be Board approved.

**IMPLEMENTATION/COORDINATION:**

Contract requirements will be carried out by the Escambia County Department of Corrections.

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**Attachments**

Request Letter

Fourth Amendment To Agreement For Inmate Food Service PD 13-14.065

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July 24, 2017

Director Tamyra Jarvis  
Escambia County Corrections  
221 Palafox Place  
Pensacola, FL 32502

***Re: Food Service Price Adjustment Request***

Director Jarvis

I would like to take this opportunity to thank you for allowing us to provide food services at your facilities.

Aramark respectfully requests a \$0.018 increase in its food price per meal for food services at Escambia County's detention facilities effective 1 October 2017. The requested price per meal increase to \$.8414 is based on the following factors:

- Aramark's product prices to produce its inmate menu have increased June 2016 to June 2017
- Bureau of Labor Statistics reflects a 2.17% increase in Food Away From Home for the same period

Would you review the Market Basket and CPI FAFH information and consider Aramark's request for price adjustment?

Thank You,

A handwritten signature in black ink that reads "Reggie Campbell Jr." in a cursive script.

Reggie Campbell  
District Manager  
(850) 322-2292



**U.S. Bureau of Labor Statistics - National Data**

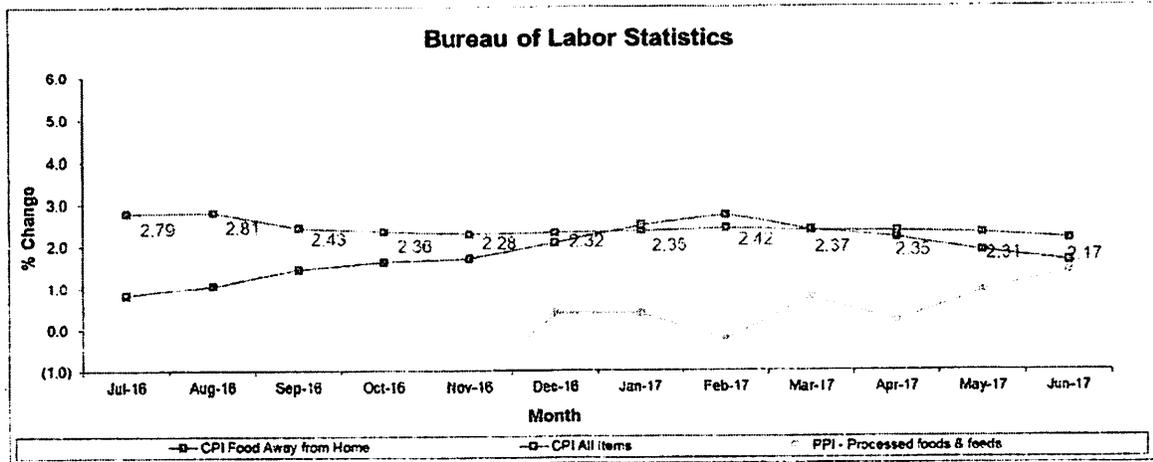
**CPI - FOOD AWAY FROM HOME INDEX \***

**Annual Percent Change by Month**

*Last 12 Months - Yearly Inflation Percentage  
\* Not Seasonally Adjusted*

Month	All Urban U.S. City Average	Midwest Urban	South Urban	Washington-		San Francisco- Oakland-San Jose, CA	Boston- Nashua, MA- NH-ME-CT	Philadelphia- Atlantic City, PA-NJ-DE- MD	New York- Northern N.J.- Long Island, NY-NJ-CT-PA	Chicago- Gary- Kenosha, IL-IN-WI
				Miami-Fort Lauderdale, FL	Baltimore, DC-MD-VA- WV Akron, OH					
Jul-16	% 2.79	2.73	1.83		3.02	1.87			3.47	3.70
Aug-16	% 2.81	2.64	1.96	2.58			4.06	1.96	3.54	3.61
Sep-16	% 2.43	2.48	1.95		2.54	2.02		3.22	3.24	2.81
Oct-16	% 2.36	2.59	1.70	1.82			4.25	1.39	3.62	3.49
Nov-16	% 2.28	2.50	1.67		3.28	2.00		3.44	3.45	3.18
Dec-16	% 2.32	2.52	1.81	2.33			3.09	1.47	3.47	2.72
Jan-17	% 2.35	2.20	2.03		3.00	2.65		2.33	2.81	2.32
Feb-17	% 2.42	2.35	1.98	2.39			3.41	1.70	2.38	2.32
Mar-17	% 2.37	2.11	1.88		1.68	1.36		2.09	2.92	2.42
Apr-17	% 2.35	1.79	1.94	2.49			3.24	2.12	2.53	1.97
May-17	% 2.31	1.37	2.13		2.99	1.37		1.69	2.64	1.97
Jun-17	% 2.17	0.87	2.20	2.53			2.62	1.50	2.50	1.83

Next Available Date:    Monthly    Monthly    Monthly    Aug    Jul    Jul    Aug    Jul    Aug    Monthly    Monthly



**FOURTH AMENDMENT TO AGREEMENT FOR  
INMATE FOOD SERVICE PD 13-14.065**

**THIS AMENDMENT** is made and entered into by and between Escambia County, political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Aramark Correctional Services, LLC (hereinafter referred to as "Contractor"), a foreign for-profit limited liability company authorized to conduct business in the State of Florida, FEI/EIN 23-2778485, whose principal address is 1101 Market Street, Philadelphia, PA 19107.

**WITNESSETH:**

**WHEREAS**, on September 25, 2014, the County previously entered into an agreement with Contractor for Inmate Food Service for the Escambia County Jail (PD 13-14.065) wherein the County agreed to pay Contractor at a rate of \$0.779 per meal; and

**WHEREAS**, on December 11, 2014, the parties entered into the First Amendment to the Agreement to amend the provision relating to the term of the Agreement so as to delay the commencement of inmate food service until April 1, 2015; and

**WHEREAS**, on January 7, 2016, the parties entered into the Second Amendment to the Agreement to increase the price per meal by \$0.0232 from the original bid price of 0.779 to \$0.8022 with the cost increase to be applied retroactively effective October 1, 2015; and

**WHEREAS**, on August 18, 2016, the parties entered into the Third Amendment to the Agreement to increase the price charged per meal by an additional \$0.0212 from 0.8022 to \$0.8234 with said increase to take effect on October 1, 2016; and

**WHEREAS**, on July 24, 2017, the Contractor submitted a request for price adjustment to increase the price charged per meal by an additional \$0.018 from 0.8234 to **\$0.8414** with said increase to take effect on October 1, 2017; and

**WHEREAS**, paragraph 5 of the parties' agreement provides for annual price adjustments upon the Contractor's written request and, if approved, said adjustment shall be accomplished by written amendment to the Agreement; and

**WHEREAS**, the Board of County Commissioners finds it in the best interest of the health, safety and welfare of the citizens of Escambia County that the Agreement should be amended as provided herein.

**NOW THEREFORE**, in consideration of the mutual terms, conditions, promises, and covenants hereinafter set forth, the County and Contractor agree to amend the Agreement as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. Paragraph 15 of the Agreement is amended as follows:
  15. 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 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**

3. Effective October 1, 2017, **Exhibit C** to the Agreement is amended to reflect that the Price Per Meal for all food services provided by Contractor for Escambia County Corrections shall be increased by an additional sum of \$0.0018 from 0.8234 to **\$0.8414**.
4. The parties hereby agree that all other provisions of the Agreement, as amended, that are not in conflict with the provisions of this Amendment shall remain in full force and effect.
5. The Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

**[SIGNATURE PAGE TO FOLLOW]**

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals the day and year first written above.

**ESCAMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida acting by and through its authorized Board of County Commissioners.

ATTEST: Pam Childers  
Clerk of Court

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

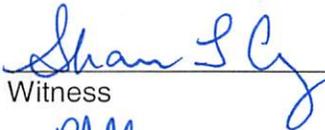
By: \_\_\_\_\_  
Deputy Clerk

Date: \_\_\_\_\_

(SEAL)

BCC Approved: \_\_\_\_\_

**CONTRACTOR: ARAMARK CORRECTIONAL SERVICES, LLC**

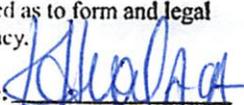
  
\_\_\_\_\_  
Witness

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

  
\_\_\_\_\_  
Witness

Date: 8/31/2017

Approved as to form and legal sufficiency.

By/Title:   
Date: 8/31/17



N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Interlocal Agreement with City for VT Aerospace

Invoice with Project Costs

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**INTERLOCAL AGREEMENT BETWEEN THE ESCAMBIA COUNTY BOARD OF  
COUNTY COMMISSIONERS AND THE CITY OF PENSACOLA RELATING TO THE  
FUNDING OF ST AEROSPACE OF MOBILE, INC. AT THE PENSACOLA  
INTERNATIONAL AIRPORT AND THE DEVELOPMENT AND IMPROVEMENT OF  
THE LOCAL ECONOMY**

**THIS INTERLOCAL AGREEMENT** is made by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "County"), with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 and the City of Pensacola, a municipal corporation created and existing under the laws of the State of Florida, (hereinafter referred to as the "City") with administrative offices at 222 W. Main Street, Pensacola, Florida 32502 (each being at times referred to as a "Party" or Parties).

**WITNESSETH:**

**WHEREAS**, the Board of County Commissioners of Escambia County and the Pensacola City Council are authorized by §§163.01, Florida Statutes et seq., to enter into Interlocal Agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

**WHEREAS**, as the governing bodies of the County and the City recognize the leadership roles they play in assisting and guiding the development of the local economy and improving its economic base; and

**WHEREAS**, as a result, the County and the City now jointly find it advantageous and appropriate to contribute their fiscal resources to the Project; and

**WHEREAS**, the City anticipates entering into a Real Property Lease with ST Aerospace of Mobile, Inc. ("Company") for the location of a new Company Aircraft MRO business operation creating and maintaining 300 new full-time jobs or equivalents at the Pensacola International Airport ("Airport"); and

**Whereas**, the Company's Aircraft MRO business requires the construction of a hangar, shops, storage, offices, aircraft servicing facilities, site ingress and egress, aircraft ramps, movement areas, and automobile parking (collectively referred to herein as the "Project") at the Airport with an estimated Project Cost of \$37,344,300.00; and

**WHEREAS**, the City and County desire to cooperate in providing economic incentives to the Company to locate its Aircraft MRO business at the Airport as agreed to in this Interlocal Agreement; and

**WHEREAS**, the County will provide initial funding in the amount of \$8,000,000.00 for the Project, of which a portion, in the amount of \$3,200,000.00 will be repaid to the County by the City as provided herein; and

**WHEREAS**, the City and the County have determined that the expenditure of funds for the Project is for a paramount public purpose and that the economic benefits to be realized from the project far outweigh the costs of the Project being paid by the City and the County;

**NOW THEREFORE IN CONSIDERATION** of the mutual covenants herein, the parties do hereby agree as follows:

1. The total estimated Project Cost is \$37,344,300.00. In the recently executed Memorandum of Understanding, between the Company and the City, the Company has agreed to fund \$7,244,300.00 of the Project Cost. The \$30,100,000.00 balance of the Project Cost will be funded from the following sources:

- a. Eleven Million, Six Hundred Thousand Dollars (\$11,600,000.00) grant from the Florida Department of Transportation;
- b. Up to Seven Million Dollars (\$7,000,000.00) grant from the Industry Recruitment, Retention, and Expansion Fund (IRREF) obtained by the Company;
- c. Three Million, Five Hundred Thousand Dollars (\$3,500,000.00) grant from the Airport's FY 2014 federal Airport Improvement Program entitlement funds;
- d. Eight Million Dollars (\$8,000,000.00) of Local Funds from the County.

2. The County shall provide the City with the entire amount of Local Funds (\$8,000,000.00) to pay a portion of the Project Cost. The City's share of Local Funds to be reimbursed to the County is \$3,200,000.00. The City shall repay \$3,200,000.00 of the Local Funds advance by the County no later than December 31, 2019. The County share of the Local Funds granted for the payment of a portion of the Project Cost is the first \$4,800,000.00 paid to the City.

3. The City shall drawdown the County funded \$8,000,000.00 in draws of \$2,000,000.00. The first draw will be made upon execution of the Real Property Lease

by the Company and the City. The Real Property Lease requires Local Funds for financing and constructing the Project at the Airport for the use and occupancy of the Company in the conduct of its aircraft MRO Business. The City will apply for a funds draw and the County will transfer the draw to the City in five (5) calendar days from the date of the City's request. For each draw, the City will provide the County with reasonable documentation that the last \$2,000,000.00 draw has been exhausted paying Project Cost. If the Project is cancelled at any point, the City's share of Local Funds actually advanced (up to \$3,200,000.00) by the County will be repaid no later than December 31, 2019 by the City.

4. The City's obligation to pay to the County the Local Funds in the amount of \$3,200,000.00 is payable solely from and secured by a first and prior lien upon the City's Communication Services Tax. The City's share of Local Funds shall be deposited in equal monthly installments to a special account hereby established by the City for payment to the County beginning December 31, 2018. Nothing herein shall prohibit the City from using any other legally available funds to make such deposits.

5. The County and the City are participating in the Project to further their collective local economic development purposes. The Company will be required to maintain an employment level of 300 full-time jobs or equivalents during the term of its Lease. After thirty six (36) months from the date of beneficial occupancy as defined in the Real Property Lease and continuing for seven (7) years thereafter, the City shall be required to pay the County Two Thousand, Two Hundred Eighty-Six Dollars (\$2,286.00) per job for the difference between the actual average number of employees and 300 full-time jobs or equivalents that the Company employs during each Lease Year (12-month period). Any reimbursement made to the County by the City under this section will not exceed the \$4,800,000.00 County contribution of Local Funds.

6. Should the Company cease operations at the Airport within ten (10) years from the date of beneficial occupancy as defined in the Real Property Lease and the City is not successful in recruiting a replacement tenant that will utilize the facilities in a manner consistent with the local economic development purposes and intent contemplated in this Interlocal Agreement within three (3) years from the cessation of the Company's operations at the Airport, the City will reimburse the County its \$4,800,000.00 contribution of Local Funds over the succeeding seven (7) year period less any reimbursement previously paid by the City under Section 5 of this Interlocal Agreement.

7. The City's obligation to pay to the County the Local Funds in the amount of \$4,800,000.00 described in Sections 5 and 6 is payable solely from and secured by a first and prior lien upon the City's Communication Services Tax. The City's obligation to

pay the County such amount shall be deposited in equal monthly installments over seven (7) years to a special account hereby established by the City for payment to the County, beginning on the date described in Section 6 of this Interlocal Agreement. Moneys in the special account shall be disbursed semi-annually to the County until the \$4,800,000 is paid in full. Nothing herein shall prohibit the City from using any other legally available funds to make such deposits.

8. To assure that constituents will have a competitive chance for employment opportunities created by this initiative, the City is assisting the Company in pursuing Workforce Development assistance. The George Stone Technical Center has made a commitment to offer an Aviation Maintenance Technology Program no later than the fall semester of 2015. Also, the City will use reasonable efforts to secure \$100,000.00 for customized industry training through Workforce Escarosa, Inc. for the Company, as well as, to secure for the Company \$450,000.00 for customized industry training through the Quick Response Training Program operated by Workforce Florida, Inc.

9. The following are General Provisions of this Interlocal Agreement:

**Liability.** The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. The City of Pensacola, as a local governmental body of the State of Florida as defined in §768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against the County and agrees to be fully liable for any damages proximately caused by said acts or omissions. Escambia County, as a subdivision of the State of Florida as defined in §768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious acts which results in claims or suits against the City and agrees to be fully liable for any damages caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the City or the County and nothing herein shall be construed as consent by the City or the County to be sued by third parties in any matter arising out of this Interlocal Agreement.

**Records.** The parties acknowledge that this Interlocal Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provision of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Interlocal Agreement.

**Assignment.** The Interlocal Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Parties, without the prior written consent of the other party.

**Headings.** Headings and subtitles used throughout this Interlocal Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

**Survival.** All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Interlocal Agreement, shall survive the termination of this Interlocal Agreement.

**Interpretation.** Interpretation of the terms of this Interlocal shall be subject to the following:

(a) For the purpose of this Interlocal Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statutes or regulations referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings.

(b) References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. This Interlocal Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provision hereof.

**Severability.** The invalidity or non-enforceability of any portion or provision of this Interlocal Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Interlocal Agreement and the balance hereof shall be construed and enforced as if this Interlocal Agreement did not contain such invalid or unenforceable portion or provision.

**Further Documents.** The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provision of this Interlocal Agreement.

**Notices.** All notices required to be given under this Interlocal Agreement shall be in writing, and shall be sent by first class United States mail, unless some other form of notice is established by the County Administrator or City Administrator, to the respective parties as follows:

County  
County Administrator  
Escambia County  
Post Office Box 1591  
Pensacola, Florida 32591

City  
City Administrator  
City of Pensacola  
Post Office Box 12910  
Pensacola, FL 32521

**Prior Agreements Superseded.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Interlocal Agreement, that are not contained in this document. Accordingly, no deviations from the terms and conditions hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**Governing Law.** The Interlocal Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. The parties agree that any action relating to this Interlocal Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and therefore, each party to this Agreement hereby waives the right to any change of venue.

**No Waiver.** The failure of either party to enforce at any time or for any period of time any one or more of the provisions of the Interlocal Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

**Effective Date.** This Interlocal Agreement, after being properly executed by all parties named herein, shall become effective upon its filing with the Clerk of the Circuit Court of Escambia County, Florida. Escambia County shall be responsible for filing this document upon receipt of the executed Interlocal Agreement from the City of Pensacola.

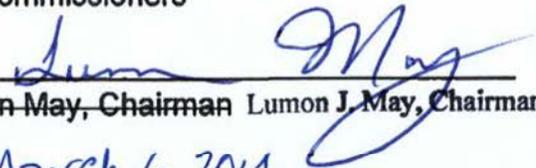
\* \* \* \* \*

**IN WITNESS WHEREOF,** the parties hereto have made and executed this Agreement on the respective dates, under each signature: Escambia County through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board action on the 6th day of March, 2014, and the City of

Pensacola, by and through its Mayor, duly authorized to execute same on the 27<sup>TH</sup>  
day of FEBRUARY, 2014.

**COUNTY:**

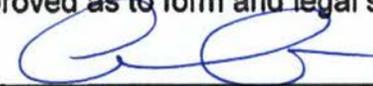
**ESCAMBIA COUNTY, FLORIDA**, a political  
subdivision of the State of Florida acting by  
and through its duly authorized Board of  
County Commissioners

By:   
~~Lumon May, Chairman~~ Lumon J. May, Chairman

Date: March 6, 2014

BCC APPROVED: 03-06-2014

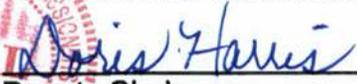
Approved as to form and legal sufficiency:

By: 

Date: 3/6/14

ATTEST: Pam Childers  
Clerk of the Circuit Court

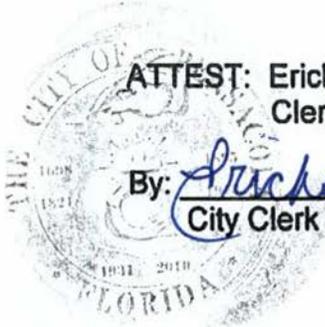


By:   
Deputy Clerk

CITY:

The City of Pensacola, a Florida  
Municipal Corporation

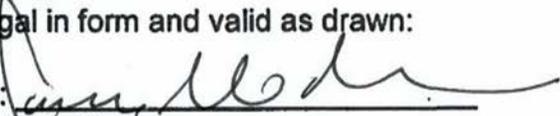
By:   
Ashton J. Hayward, III, Mayor



ATTEST: Ericka Burnett  
Clerk of the City of Pensacola

By:   
City Clerk

Legal in form and valid as drawn:

By:   
City Attorney



OFFICE of the MAYOR

February 27, 2014

Mr. Larry Newsom  
Interim County Administrator  
221 Palafox Place, Ste. 420  
Pensacola, FL 32502

Dear Mr. Newsom,

It is with great pleasure that I present to you three executed original copies of the Interlocal Agreement for funding between the City of Pensacola and the Escambia County Commission relating to the ST Aerospace development project at Pensacola International Airport.

The City Council unanimously approved the agreement at the Council meeting of February 27<sup>th</sup> 2014. Thank you for attending the Council meeting last night.

I stand ready to attend your next County Commission meeting where this Agreement will be acted upon.

Warmest Regards,

A handwritten signature in cursive script that reads "Colleen M. Castille".

Colleen M. Castille  
City Administrator

**Report of City Council Action Items**

February 27, 2014

Page 2

**Members Present:** Council President Jewel Cannada-Wynn, Council, Charles Bare, Larry B. Johnson, Sherri Myers, Andy Terhaar, and Gerald Wingate

**Absent:** Brian Spencer

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**REGULAR AGENDA ITEMS - CONTINUED**

7. APPOINTMENTS – HUMAN RELATIONS COMMISSION

That City Council appoint Julie Kaple to the Human Relations commission for a term of two years expiring September 30, 2015.

*Ballot vote.*

8. INTERLOCAL AGREEMENT FOR ST AEROSPACE

That City Council approve the Interlocal Agreement between Escambia county Board of County Commissioners and the City of Pensacola relating to the funding of ST Aerospace of Mobile, Inc. at the Pensacola International Airport and the Development and Improvement of the Local Economy.

*The motion passed unanimously.*

9. QUALIFIED TARGET INDUSTRY TAX REFUND INCENTIVE FOR “PROJECT STALLION”

That City Council approve a resolution supporting the Award of a State of Florida Qualified Target Industry Tax refund for “Project Stallion.”

*The motion passed unanimously.*

RESOLUTION NO. 03-14 – **MOTION TO APPROVE**

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA, RECOMMENDING THAT “PROJECT STALLION” BE APPROVED AS A QUALIFIED TARGET INDUSTRY BUSINESS PURSUANT TO § 288.106, FLORIDA STATUTES; AFFIRMING THE SITE OF THIS PROJECT IS IN A DESIGNATED ENTERPRISE ZONE; REQUESTING A WAIVER OF THE AVERAGE WAGE REQUIREMENT OF § 288.106 (4)(B)1.B, FLORIDA STATUTES; PROVIDING FOR LOCAL FINANCIAL SUPPORT IN THE FORM OF A BUILDING LEASE CONCESSION; PROVIDING FOR AN EFFECTIVE DATE.

*The motion passed unanimously.*

10. QUALIFIED TARGET INDUSTRY TAX REFUND INCENTIVE FOR “PROJECT STORK”

That City Council a resolution supporting the Award of a State of Florida Qualified Target Industry refund for “Project STORK..”

*The motion passed 7 – 0. Council Member Wingate absent for the vote.*

RESOLUTION NO. 04-14 – **MOTION TO APPROVE**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA RECOMMENDING THAT “PROJECT STORK” BE APPROVED AS A QUALIFIED TARGET INDUSTRY BUSINESS PURSUANT TO § 288.106, FLORIDA STATUTES; PROVIDING FOR LOCAL FINANCIAL SUPPORT BY THE CITY IN THE FORM OF LAND VALUE CONCESSION; PROVIDING FOR AN EFFECTIVE DATE.

*The motion passed unanimously.*



**ESCAMBIA COUNTY ADMINISTRATION  
TRANSMITTAL MESSAGE**

Date: 03-10-2014

TO: Colleen M. Castille, City Administrator

BCC: 03-06-2014

CAR III-2 Interlocal Agreement between the Escambia County Board of County Commissioners and the City of Pensacola Relating to the Funding of ST Aerospace of Mobile, Inc., at the Pensacola International Airport and the Development and Improvement of the Local Economy

Please Initial and Date  
Below on Line Provided

*JW 03-10-2014*

Judy Witterstaeter, Program Coordinator, County Administration

Attached for your further handling are two original Agreements. The Clerk's Office retained the Clerk's Original for filing with the Board's Minutes.

Thank you.

\_\_\_\_\_

Department Representative - (Comments as Applicable)

**Return This Cover Page & Documents (as applicable) to Judy Witterstaeter**



**City of Pensacola**  
**Treasury Division**  
**P.O. Box 12910**  
**Pensacola, FL 32521-0045**  
**(850) 436-5500**

**INVOICE** 0136069

Page 1 of 1

ESCAMBIA COUNTY MISC  
ATTN: AMY LAVOY  
221 PALAFOX PLACE, SUITE 440  
PENSACOLA, FL 32502

DATE	09/01/2017
ACCOUNT	004599
AMT DUE	2,000,000.00
DUE DATE	9/8/2017

AMOUNT PAID \_\_\_\_\_

MAKE CHECKS PAYABLE TO THE CITY OF PENSACOLA  
PLEASE DETACH AND RETURN WITH YOUR REMITTANCE

CITY OF PENSACOLA

DESCRIPTION	AMOUNT
Grant 3rd draw for VT Mobile Aerospace Engineering, Inc. per Section 3 of the Interlocal agreement between the City of Pensacola and Escambia County dated March 6, 2014.	2,000,000.00
Total Amount Due:	2,000,000.00
ACCOUNT NO. 004599	2,000,000.00

Please Remit to: **City of Pensacola**  
**Treasury Division**  
**P.O. Box 12910**  
**Pensacola, FL 32521-0045**

**CITY OF PENSACOLA, FLORIDA**  
**PROJECT TRANSACTION ANALYSIS**  
**Reimbursement request #3 7/1/2016 thru 8/02/2017**

DATE	INVOICE	CHECK	VENDOR	AMOUNT	DESCRIPTION	
12/12/2014	GJ	PC 245	WIRE	FAA	(23,125.00)	RECLASS TO GRANT ACCOUNT
12/12/2014	GJ	PC 245	WIRE	FAA	(23,125.00)	RECLASS TO GRANT ACCOUNT
1/20/2016	IN	0073995-5	1,216,544	36709 HATCH MOTT MACDONALD	(7,694.47)	RECLASS TO GRANT ACCOUNT
1/20/2016	IN	0073995-5	1,216,544	36709 HATCH MOTT MACDONALD	(7,694.48)	RECLASS TO GRANT ACCOUNT
2/4/2016	IN	0073995-6	1,216,544	36709 HATCH MOTT MACDONALD	(769.45)	RECLASS TO GRANT ACCOUNT
2/4/2016	IN	0073995-6	1,216,544	36709 HATCH MOTT MACDONALD	(769.45)	RECLASS TO GRANT ACCOUNT
3/3/2016	IN	0073995-7	1,218,168	36709 HATCH MOTT MACDONALD	(2,308.35)	RECLASS TO GRANT ACCOUNT
3/3/2016	IN	0073995-7	1,218,168	36709 HATCH MOTT MACDONALD	(2,308.35)	RECLASS TO GRANT ACCOUNT
3/29/2016	IN	0073957-4	1,219,603	26973 ATKINS NORTH AMERICA INC	(16,273.14)	RECLASS TO GRANT ACCOUNT
3/29/2016	IN	0073957-4	1,219,603	26973 ATKINS NORTH AMERICA INC	(16,273.15)	RECLASS TO GRANT ACCOUNT
4/13/2016	IN	0073995-8	1,221,404	36709 HATCH MOTT MACDONALD	(1,538.89)	RECLASS TO GRANT ACCOUNT
4/13/2016	IN	0073995-8	1,221,404	36709 HATCH MOTT MACDONALD	(1,538.90)	RECLASS TO GRANT ACCOUNT
5/1/2016	IN	0074618-1	1,221,217	26973 ATKINS NORTH AMERICA INC	(11,523.75)	RECLASS TO GRANT ACCOUNT
5/1/2016	IN	0074618-1	1,221,217	26973 ATKINS NORTH AMERICA INC	(11,523.75)	RECLASS TO GRANT ACCOUNT
5/11/2016	IN	0073995-9	1,223,083	36709 HATCH MOTT MACDONALD	(6,155.58)	RECLASS TO GRANT ACCOUNT
5/11/2016	IN	0073995-9	1,223,083	36709 HATCH MOTT MACDONALD	(6,155.58)	RECLASS TO GRANT ACCOUNT
5/24/2016	IN	0074618-2	1,222,893	26973 ATKINS NORTH AMERICA INC	(55,091.20)	RECLASS TO GRANT ACCOUNT
5/24/2016	IN	0074618-2	1,222,893	26973 ATKINS NORTH AMERICA INC	(55,091.20)	RECLASS TO GRANT ACCOUNT
6/1/2016	IN	0073995-10	1,223,083	36709 HATCH MOTT MACDONALD	(4,616.68)	RECLASS TO GRANT ACCOUNT
6/1/2016	IN	0073995-10	1,223,083	36709 HATCH MOTT MACDONALD	(4,616.69)	RECLASS TO GRANT ACCOUNT
6/23/2016	IN	0074618-3	1,224,449	26973 ATKINS NORTH AMERICA INC	(51,772.80)	RECLASS TO GRANT ACCOUNT
6/23/2016	IN	0074618-3	1,224,449	26973 ATKINS NORTH AMERICA INC	(51,772.81)	RECLASS TO GRANT ACCOUNT
6/30/2016	IN	0074813-1	1,224,449	26973 ATKINS NORTH AMERICA INC	(11,523.75)	RECLASS TO GRANT ACCOUNT
6/30/2016	IN	0074813-1	1,224,449	26973 ATKINS NORTH AMERICA INC	(11,523.75)	RECLASS TO GRANT ACCOUNT
7/13/2016	IN	0073995-11	1226348 C	36709 HATCH MOTT MACDONALD	7,694.48	WO 8 - CONSTRUCTION ADMINISTRA
7/13/2016	IN	0073995-11	1226348 C	36709 HATCH MOTT MACDONALD	7,694.47	WO 8 - CONSTRUCTION ADMINISTRA
7/20/2016	IN	79071	1226161 C	2112 BEGGS & LANE	6,018.00	FEES - VTMAE
7/20/2016	IN	79071	1226161 C	2112 BEGGS & LANE	6,018.00	FEES - VTMAE
8/1/2016	IN	0074813-2	1226142 C	26973 ATKINS NORTH AMERICA INC	70,109.56	AGREEMENT FOR ENGINEERING SVCS
8/1/2016	IN	0074813-2	1226142 C	26973 ATKINS NORTH AMERICA INC	70,109.56	AGREEMENT FOR ENGINEERING SVCS
8/3/2016	IN	0074842	1226331 C	4285 GREENHUT CONSTRUCTION COMPANY	12,500.00	CONSTRUCTION MANAGER AT RISK -
8/3/2016	IN	0074842	1226331 C	4285 GREENHUT CONSTRUCTION COMPANY	12,500.00	CONSTRUCTION MANAGER AT RISK -
8/12/2016	IN	0093	1228072 C	58715 PENZONE, DAVID C DBA	630.00	VTMAE
8/12/2016	IN	0093	1228072 C	58715 PENZONE, DAVID C DBA	630.00	VTMAE
8/12/2016	IN	79354	1227775 C	2112 BEGGS & LANE	4,410.25	FEES - VTMAE
8/12/2016	IN	79354	1227775 C	2112 BEGGS & LANE	4,410.25	FEES - VTMAE
8/19/2016	IN	0073995-12	1228030 C	36709 MOTT MACDONALD FLORIDA	7,694.48	WO 8 - CONSTRUCTION ADMINISTRA
8/19/2016	IN	0073995-12	1228030 C	36709 MOTT MACDONALD FLORIDA	7,694.47	WO 8 - CONSTRUCTION ADMINISTRA
8/23/2016	IN	0074813-3	1227755 C	26973 ATKINS NORTH AMERICA INC	39,957.44	AGREEMENT FOR ENGINEERING SVCS
8/23/2016	IN	0074813-3	1227755 C	26973 ATKINS NORTH AMERICA INC	39,957.45	AGREEMENT FOR ENGINEERING SVCS
8/23/2016	IN	0074905	1227915 C	4285 GREENHUT CONSTRUCTION COMPANY	12,500.00	CONSTRUCTION MANAGER AT RISK -
8/23/2016	IN	0074905	1227915 C	4285 GREENHUT CONSTRUCTION COMPANY	12,500.00	CONSTRUCTION MANAGER AT RISK -
9/2/2016	IN	0073995-13	1228030 C	36709 MOTT MACDONALD FLORIDA	7,694.47	WO 8 - CONSTRUCTION ADMINISTRA

**CITY OF PENSACOLA, FLORIDA**  
**PROJECT TRANSACTION ANALYSIS**  
**Reimbursement request #3 7/1/2016 thru 8/02/2017**

DATE	INVOICE	CHECK	VENDOR	AMOUNT	DESCRIPTION
9/2/2016	IN 0073995-13	1228030	C 36709 MOTT MACDONALD FLORIDA	7,694.48	WO 8 - CONSTRUCTION ADMINISTRA
9/2/2016	IN 106004-08302016	1228155	C 67892 STEINMEYER FIVEASH LLP	3,063.53	FEES - VTMAE
9/2/2016	IN 106004-08302016	1228155	C 67892 STEINMEYER FIVEASH LLP	3,063.52	FEES - VTMAE
9/14/2016	IN 0074056-9	1228412	C 23473 MICHAEL G MORONEY & ASSOCIATES	7,590.00	Fy 2016 Work Authorization For
9/14/2016	IN 0074056-9	1228412	C 23473 MICHAEL G MORONEY & ASSOCIATES	7,590.00	Fy 2016 Work Authorization For
9/14/2016	IN 0074056-10	1228412	C 23473 MICHAEL G MORONEY & ASSOCIATES	7,920.00	Fy 2016 Work Authorization For
9/14/2016	IN 0074056-10	1228412	C 23473 MICHAEL G MORONEY & ASSOCIATES	7,920.00	Fy 2016 Work Authorization For
9/14/2016	IN 0074056-11	1228412	C 23473 MICHAEL G MORONEY & ASSOCIATES	12,020.76	Fy 2016 Work Authorization For
9/14/2016	IN 0074056-11	1228412	C 23473 MICHAEL G MORONEY & ASSOCIATES	12,020.76	Fy 2016 Work Authorization For
9/20/2016	IN 79839	1229239	C 2112 BEGGS & LANE	9,442.50	FEES - VTMAE
9/20/2016	IN 79839	1229239	C 2112 BEGGS & LANE	38.60	EXP - VTMAE
9/20/2016	IN 79839	1229239	C 2112 BEGGS & LANE	38.59	EXP - VTMAE
9/20/2016	IN 79839	1229239	C 2112 BEGGS & LANE	9,442.50	FEES - VTMAE
9/21/2016	IN 0074056-8	1228412	C 23473 MICHAEL G MORONEY & ASSOCIATES	3,300.00	Fy 2016 Work Authorization For
9/21/2016	IN 0074056-8	1228412	C 23473 MICHAEL G MORONEY & ASSOCIATES	3,300.00	Fy 2016 Work Authorization For
9/21/2016	IN 0074905-F	1229350	C 4285 GREENHUT CONSTRUCTION COMPANY	25,000.00	REOPEN PO PRE-ENGINEERED METAL
9/21/2016	IN 0074905-F	1229350	C 4285 GREENHUT CONSTRUCTION COMPANY	25,000.00	REOPEN PO PRE-ENGINEERED METAL
9/27/2016	IN 0074937-1	1229220	C 26973 ATKINS NORTH AMERICA INC	86,067.99	AGREEMENT FOR ENGINEERING SVCS
9/27/2016	IN 0074937-1	1229220	C 26973 ATKINS NORTH AMERICA INC	86,067.99	AGREEMENT FOR ENGINEERING SVCS
9/28/2016	IN 0074056-12	1229642	C 23473 MICHAEL G MORONEY & ASSOCIATES	13,688.83	Fy 2016 Work Authorization For
9/28/2016	IN 0074056-12	1229642	C 23473 MICHAEL G MORONEY & ASSOCIATES	13,688.82	Fy 2016 Work Authorization For
9/28/2016	IN 0074937-2	1229635	C 26973 ATKINS NORTH AMERICA INC	8,067.50	AGREEMENT FOR ENGINEERING SVCS
9/28/2016	IN 0074937-2	1229635	C 26973 ATKINS NORTH AMERICA INC	8,067.50	AGREEMENT FOR ENGINEERING SVCS
9/28/2016	IN 0095	1229643	C 58715 PENZONE, DAVID C DBA	1,898.75	CONSULTING SVC FOR VTMAE
9/28/2016	IN 0095	1229643	C 58715 PENZONE, DAVID C DBA	1,898.75	CONSULTING SVC FOR VTMAE
9/28/2016	IN 79937	1229636	C 2112 BEGGS & LANE	8,776.25	FEES - VTMAE
9/28/2016	IN 79937	1229636	C 2112 BEGGS & LANE	8.62	EXP - VTMAE
9/28/2016	IN 79937	1229636	C 2112 BEGGS & LANE	8.62	EXP - VTMAE
9/28/2016	IN 79937	1229636	C 2112 BEGGS & LANE	8,776.25	FEES - VTMAE
9/30/2016	IN 106004-09302016	1231663	C 67892 STEINMEYER FIVEASH LLP	1,841.53	FEES - VT
9/30/2016	IN 106004-09302016	1231663	C 67892 STEINMEYER FIVEASH LLP	1,841.52	FEES - VT
9/30/2016	IN 80025	1229996	C 2112 BEGGS & LANE	516.25	FEES - VTMAE
9/30/2016	IN 80025	1229996	C 2112 BEGGS & LANE	516.25	FEES - VTMAE
10/12/2016	IN 0073995-14	1230051	C 36709 MOTT MACDONALD FLORIDA	3,847.24	WO 8 - CONSTRUCTION ADMINISTRA
10/12/2016	IN 0073995-14	1230051	C 36709 MOTT MACDONALD FLORIDA	3,847.23	WO 8 - CONSTRUCTION ADMINISTRA
10/12/2016	IN 0074937-3	1229994	C 26973 ATKINS NORTH AMERICA INC	9,301.39	AGREEMENT FOR ENGINEERING SVCS
10/12/2016	IN 0074937-3	1229994	C 26973 ATKINS NORTH AMERICA INC	9,301.38	AGREEMENT FOR ENGINEERING SVCS
11/1/2016	IN 0075045-1	1231363	C 4285 GREENHUT CONSTRUCTION COMPANY	187,642.81	CONSTRUCTION MGR AT RISK CONTR
11/1/2016	IN 0075045-1	1231363	C 4285 GREENHUT CONSTRUCTION COMPANY	10,098.52	CONSTRUCTION MGR AT RISK CONTR
11/7/2016	IN 106004-10312016	1231663	C 67892 STEINMEYER FIVEASH LLP	528.13	EXP - VTMAE
11/7/2016	IN 106004-10312016	1231663	C 67892 STEINMEYER FIVEASH LLP	1,833.80	FEES - VTMAE
11/7/2016	IN 106004-10312016	1231663	C 67892 STEINMEYER FIVEASH LLP	1,833.80	FEES - VTMAE
11/7/2016	IN 106004-10312016	1231663	C 67892 STEINMEYER FIVEASH LLP	528.12	EXP - VTMAE

**CITY OF PENSACOLA, FLORIDA**  
**PROJECT TRANSACTION ANALYSIS**  
**Reimbursement request #3 7/1/2016 thru 8/02/2017**

DATE	INVOICE	CHECK	VENDOR	AMOUNT	DESCRIPTION
11/7/2016	IN 80482	1231205 C	2112 BEGGS & LANE	5.63	EXP - VTMAE
11/7/2016	IN 80482	1231205 C	2112 BEGGS & LANE	1,908.00	FEES - VTMAE
11/7/2016	IN 80482	1231205 C	2112 BEGGS & LANE	1,908.00	FEES - VTMAE
11/7/2016	IN 80482	1231205 C	2112 BEGGS & LANE	5.62	EXP - VTMAE
12/1/2016	IN 0075045-2	1232950 C	4285 GREENHUT CONSTRUCTION COMPANY	102,615.62	CONSTRUCTION MGR AT RISK CONTR
12/1/2016	IN 0075045-2	1232950 C	4285 GREENHUT CONSTRUCTION COMPANY	42,985.90	CONSTRUCTION MGR AT RISK CONTR
12/2/2016	IN 0074937-4	1232797 C	26973 ATKINS NORTH AMERICA INC	13,787.37	AGREEMENT FOR ENGINEERING SVCS
12/2/2016	IN 0074937-4	1232797 C	26973 ATKINS NORTH AMERICA INC	13,787.37	AGREEMENT FOR ENGINEERING SVCS
12/2/2016	IN 0075001-1	1232797 C	26973 ATKINS NORTH AMERICA INC	7,384.06	AGREEMENT FOR ENG SVCS - VT AE
12/2/2016	IN 0075001-1	1232797 C	26973 ATKINS NORTH AMERICA INC	7,384.06	AGREEMENT FOR ENG SVCS - VT AE
12/5/2016	IN 0075041-1	1233049 C	36709 MOTT MACDONALD FLORIDA	6,071.99	WO 15: CONSTRUCTION ADMINISTRA
12/5/2016	IN 0075041-1	1233049 C	36709 MOTT MACDONALD FLORIDA	6,071.99	WO 15: CONSTRUCTION ADMINISTRA
12/5/2016	IN 0097	1233084 C	58715 PENZONE, DAVID C DBA	87.50	CONSULTING FOR ECUA/VTMAE
12/5/2016	IN 0097	1233084 C	58715 PENZONE, DAVID C DBA	87.50	CONSULTING FOR ECUA/VTMAE
12/5/2016	IN 0098	1233084 C	58715 PENZONE, DAVID C DBA	2,817.50	VTMAE CONSULTING
12/5/2016	IN 0098	1233084 C	58715 PENZONE, DAVID C DBA	2,817.50	VTMAE CONSULTING
12/5/2016	IN 80837	1232815 C	2112 BEGGS & LANE	1,405.00	FEES - VTMAE
12/5/2016	IN 80837	1232815 C	2112 BEGGS & LANE	7.00	EXP - VTMAE
12/5/2016	IN 80837	1232815 C	2112 BEGGS & LANE	7.00	EXP - VTMAE
12/5/2016	IN 80837	1232815 C	2112 BEGGS & LANE	1,405.00	FEES - VTMAE
12/28/2016	IN 0075001-2	1234329 C	26973 ATKINS NORTH AMERICA INC	4,197.11	AGREEMENT FOR ENG SVCS - VT AE
12/28/2016	IN 0075001-2	1234329 C	26973 ATKINS NORTH AMERICA INC	4,197.11	AGREEMENT FOR ENG SVCS - VT AE
12/28/2016	IN 0075045-3	1234472 C	4285 GREENHUT CONSTRUCTION COMPANY	88,710.78	CONSTRUCTION MGR AT RISK CONTR
12/28/2016	IN 0075045-3	1234472 C	4285 GREENHUT CONSTRUCTION COMPANY	87,784.53	CONSTRUCTION MGR AT RISK CONTR
1/11/2017	IN 0075041-2	1236289 C	36709 MOTT MACDONALD FLORIDA	8,500.79	WO 15: CONSTRUCTION ADMINISTRA
1/11/2017	IN 0075041-2	1236289 C	36709 MOTT MACDONALD FLORIDA	8,500.79	WO 15: CONSTRUCTION ADMINISTRA
1/11/2017	IN 0075041-3	1236289 C	36709 MOTT MACDONALD FLORIDA	19,430.38	WO 15: CONSTRUCTION ADMINISTRA
1/11/2017	IN 0075041-3	1236289 C	36709 MOTT MACDONALD FLORIDA	19,430.38	WO 15: CONSTRUCTION ADMINISTRA
1/11/2017	IN 81570	1235972 C	2112 BEGGS & LANE	24.44	EXP - VTMAE
1/11/2017	IN 81570	1235972 C	2112 BEGGS & LANE	611.50	FEES - VTMAE
1/11/2017	IN 81570	1235972 C	2112 BEGGS & LANE	611.50	FEES - VTMAE
1/11/2017	IN 81570	1235972 C	2112 BEGGS & LANE	24.44	EXP - VTMAE
1/26/2017	IN 0075001-3	1235949 C	26973 ATKINS NORTH AMERICA INC	8,098.75	AGREEMENT FOR ENG SVCS - VT AE
1/26/2017	IN 0075001-3	1235949 C	26973 ATKINS NORTH AMERICA INC	8,098.75	AGREEMENT FOR ENG SVCS - VT AE
2/1/2017	IN 0074982	1236439 C	69569 THALES DEFENSE & SECURITY INC	33,486.50	SINGLE FREQUENCY 14 ELEMENT ANTENNA
2/1/2017	IN 0074982	1236439 C	69569 THALES DEFENSE & SECURITY INC	33,486.50	SINGLE FREQUENCY 14 ELEMENT ANTENNA
2/2/2017	IN 0075045-4	1236142 C	4285 GREENHUT CONSTRUCTION COMPANY	89,564.05	CONSTRUCTION MGR AT RISK CONTR
2/2/2017	IN 0075045-4	1236142 C	4285 GREENHUT CONSTRUCTION COMPANY	88,194.18	CONSTRUCTION MGR AT RISK CONTR
2/6/2017	IN 0075041-4	1236289 C	36709 MOTT MACDONALD FLORIDA	14,572.79	WO 15: CONSTRUCTION ADMINISTRA
2/6/2017	IN 0075041-4	1236289 C	36709 MOTT MACDONALD FLORIDA	14,572.79	WO 15: CONSTRUCTION ADMINISTRA
2/15/2017	IN 82032	1237608 C	2112 BEGGS & LANE	1,534.00	FEES - VTMAE
2/15/2017	IN 82032	1237608 C	2112 BEGGS & LANE	1,534.00	FEES - VTMAE
2/16/2017	IN 2081357	1237366 C	64857 USI INSURANCE SERVICES LLC	20,000.00	EQUIPMENT FLOATER

**CITY OF PENSACOLA, FLORIDA**  
**PROJECT TRANSACTION ANALYSIS**  
**Reimbursement request #3 7/1/2016 thru 8/02/2017**

DATE	INVOICE	CHECK	VENDOR	AMOUNT	DESCRIPTION
2/16/2017	IN 2081357	1237366 C	64857 USI INSURANCE SERVICES LLC	20,000.00	EQUIPMENT FLOATER
2/20/2017	IN 0075001-4	1237594 C	26973 ATKINS NORTH AMERICA INC	8,268.93	AGREEMENT FOR ENG SVCS - VT AE
2/20/2017	IN 0075001-4	1237594 C	26973 ATKINS NORTH AMERICA INC	8,268.93	AGREEMENT FOR ENG SVCS - VT AE
2/28/2017	IN 0075045-5	1237729 C	4285 GREENHUT CONSTRUCTION COMPANY	143,902.82	CONSTRUCTION MGR AT RISK CONTR
2/28/2017	IN 0075045-5	1237729 C	4285 GREENHUT CONSTRUCTION COMPANY	141,967.08	CONSTRUCTION MGR AT RISK CONTR
3/3/2017	IN 0075498-1	1237808 C	49328 MAGNOLIA STEEL CO INC	25,513.69	ODP PURCHASE~
3/3/2017	IN 0075498-1	1237808 C	49328 MAGNOLIA STEEL CO INC	25,513.69	ODP PURCHASE~
3/7/2017	IN 5262	1237833 C	36709 MOTT MACDONALD FLORIDA	478.00	GT RELOCATION SVCS
3/7/2017	IN 5262	1237833 C	36709 MOTT MACDONALD FLORIDA	478.00	GT RELOCATION SVCS
3/14/2017	IN 0075041-5	1239434 C	36709 MOTT MACDONALD FLORIDA	9,715.19	WO 15: CONSTRUCTION ADMINISTRA
3/14/2017	IN 0075041-5	1239434 C	36709 MOTT MACDONALD FLORIDA	9,715.19	WO 15: CONSTRUCTION ADMINISTRA
3/14/2017	IN 0075350-1	1239434 C	36709 MOTT MACDONALD FLORIDA	3,000.00	WO-19: QUALITY ASSURANCE TESTI
3/17/2017	IN 0075486-1	1239170 C	33696 CEMEX INC	17,009.00	ODP PURCHASE~
3/17/2017	IN 0075486-1	1239170 C	33696 CEMEX INC	17,009.00	ODP PURCHASE~
3/17/2017	IN 82405	1239135 C	2112 BEGGS & LANE	3,545.25	FEES - VTMAE
3/17/2017	IN 82405	1239135 C	2112 BEGGS & LANE	3,545.25	FEES - VTMAE
3/28/2017	IN 0101	1239477 C	58715 PENZONE, DAVID C DBA	3,246.25	VTMAE CONSULTING SVCS
3/28/2017	IN 0101	1239477 C	58715 PENZONE, DAVID C DBA	3,246.25	VTMAE CONSULTING SVCS
3/30/2017	IN 0075001-5	1239118 C	26973 ATKINS NORTH AMERICA INC	7,856.17	AGREEMENT FOR ENG SVCS - VT AE
3/30/2017	IN 0075001-5	1239118 C	26973 ATKINS NORTH AMERICA INC	7,856.17	AGREEMENT FOR ENG SVCS - VT AE
4/3/2017	IN 0075045-6	1239296 C	4285 GREENHUT CONSTRUCTION COMPANY	97,250.95	CONSTRUCTION MGR AT RISK CONTR
4/3/2017	IN 0075045-6	1239296 C	4285 GREENHUT CONSTRUCTION COMPANY	96,414.76	CONSTRUCTION MGR AT RISK CONTR
4/4/2017	IN 0075041-6	1239434 C	36709 MOTT MACDONALD FLORIDA	14,572.79	WO 15: CONSTRUCTION ADMINISTRA
4/4/2017	IN 0075041-6	1239434 C	36709 MOTT MACDONALD FLORIDA	14,572.79	WO 15: CONSTRUCTION ADMINISTRA
4/4/2017	IN 0075350-2	1239434 C	36709 MOTT MACDONALD FLORIDA	3,000.00	WO-19: QUALITY ASSURANCE TESTI
4/18/2017	IN 0075001-6	1240797 C	26973 ATKINS NORTH AMERICA INC	6,877.54	AGREEMENT FOR ENG SVCS - VT AE
4/18/2017	IN 0075001-6	1240797 C	26973 ATKINS NORTH AMERICA INC	6,877.54	AGREEMENT FOR ENG SVCS - VT AE
4/18/2017	IN 0075484	1,240,575 C	70573 AIRFIELD WESTERN LLC	90,640.52	AIRPORT RELOCATION OF LOCALLIZER FOR
4/18/2017	IN 0075484	1,240,575 C	70573 AIRFIELD WESTERN LLC	90,640.51	AIRPORT RELOCATION OF LOCALLIZER FOR
4/19/2017	IN 83070	1240816 C	2112 BEGGS & LANE	1,247.25	FEES - VTMAE
4/19/2017	IN 83070	1240816 C	2112 BEGGS & LANE	513.40	EXP - VTMAE
4/19/2017	IN 83070	1240816 C	2112 BEGGS & LANE	513.40	EXP - VTMAE
4/19/2017	IN 83070	1240816 C	2112 BEGGS & LANE	1,247.25	FEES - VTMAE
4/21/2017	IN 0075486-2	1240585 C	33696 CEMEX INC	18,640.00	ODP PURCHASE~
4/21/2017	IN 0075486-2	1240585 C	33696 CEMEX INC	18,640.00	ODP PURCHASE~
4/21/2017	IN 0075496-1	1240594 C	70182 FORTERRA INC DBA FORTERRA PIPE	12,964.96	ODP PURCHASE ~
4/21/2017	IN 0075496-1	1240594 C	70182 FORTERRA INC DBA FORTERRA PIPE	12,964.96	ODP PURCHASE ~
4/21/2017	IN 0075496-2	1240594 C	70182 FORTERRA INC DBA FORTERRA PIPE	16,983.83	ODP PURCHASE ~
4/21/2017	IN 0075496-2	1240594 C	70182 FORTERRA INC DBA FORTERRA PIPE	16,983.84	ODP PURCHASE ~
4/21/2017	IN 0075540-1	1240992 C	70380 HD SUPPLY CONSTRUCTIONS SUPPLY	21,052.50	ODP PURCHASE - REINFORCING STE
4/21/2017	IN 0075540-1	1240992 C	70380 HD SUPPLY CONSTRUCTIONS SUPPLY	21,052.50	ODP PURCHASE - REINFORCING STE
4/21/2017	IN 0075572-1	1240596 C	45883 HD SUPPLY WATERWORKS LTD	8,656.00	ODP PURCHASE - VTMAE WATER/SEW
4/21/2017	IN 0075572-1	1240596 C	45883 HD SUPPLY WATERWORKS LTD	8,656.00	ODP PURCHASE - VTMAE WATER/SEW

**CITY OF PENSACOLA, FLORIDA**  
**PROJECT TRANSACTION ANALYSIS**  
**Reimbursement request #3 7/1/2016 thru 8/02/2017**

DATE	INVOICE	CHECK	VENDOR	AMOUNT	DESCRIPTION
5/4/2017	IN 0075045-7	1240967 C	4285 GREENHUT CONSTRUCTION COMPANY	144,685.21	CONSTRUCTION MGR AT RISK CONTR
5/4/2017	IN 0075045-7	1240967 C	4285 GREENHUT CONSTRUCTION COMPANY	136,909.44	CONSTRUCTION MGR AT RISK CONTR
5/4/2017	IN 0075496-3	1240949 C	70182 FORTERRA INC DBA FORTERRA PIPE	7,130.54	ODP PURCHASE ~
5/4/2017	IN 0075496-3	1240949 C	70182 FORTERRA INC DBA FORTERRA PIPE	7,130.54	ODP PURCHASE ~
5/4/2017	IN 0075540-2	1240992 C	70380 HD SUPPLY CONSTRUCTIONS SUPPLY	5,090.25	ODP PURCHASE - REINFORCING STE
5/4/2017	IN 0075540-2	1240992 C	70380 HD SUPPLY CONSTRUCTIONS SUPPLY	5,090.25	ODP PURCHASE - REINFORCING STE
5/4/2017	IN 0075572-2	1240993 C	45883 HD SUPPLY WATERWORKS LTD	120.70	ODP PURCHASE - VTMAE WATER/SEW
5/4/2017	IN 0075572-2	1240993 C	45883 HD SUPPLY WATERWORKS LTD	120.70	ODP PURCHASE - VTMAE WATER/SEW
5/4/2017	IN 0075779-1	1240753 C	70961 A T SPECIAL DOORS INC DBA	17,950.00	ODP PURCHASE: HANGAR DOORS FOR
5/4/2017	IN 0075779-1	1240753 C	70961 A T SPECIAL DOORS INC DBA	17,950.00	ODP PURCHASE: HANGAR DOORS FOR
5/15/2017	IN 0075574-1	1241425 C	33696 CEMEX INC	409.50	ODP PURCHASE - VTMAE CONCRETE
5/15/2017	IN 0075574-1	1241425 C	33696 CEMEX INC	409.50	ODP PURCHASE - VTMAE CONCRETE
5/15/2017	IN 0075574-2	1241425 C	33696 CEMEX INC	5,451.75	ODP PURCHASE - VTMAE CONCRETE
5/15/2017	IN 0075574-2	1241425 C	33696 CEMEX INC	5,451.75	ODP PURCHASE - VTMAE CONCRETE
5/15/2017	IN 0075574-3	1241425 C	33696 CEMEX INC	16,121.25	ODP PURCHASE - VTMAE CONCRETE
5/15/2017	IN 0075574-3	1241425 C	33696 CEMEX INC	16,121.25	ODP PURCHASE - VTMAE CONCRETE
5/15/2017	IN 0075574-4	1241425 C	33696 CEMEX INC	1,319.50	ODP PURCHASE - VTMAE CONCRETE
5/15/2017	IN 0075574-4	1241425 C	33696 CEMEX INC	1,319.50	ODP PURCHASE - VTMAE CONCRETE
5/17/2017	IN 0075041-7	1242807 C	36709 MOTT MACDONALD FLORIDA	15,787.19	WO 15: CONSTRUCTION ADMINISTRA
5/17/2017	IN 0075041-7	1242807 C	36709 MOTT MACDONALD FLORIDA	15,787.19	WO 15: CONSTRUCTION ADMINISTRA
5/17/2017	IN 0075350-3	1242807 C	36709 MOTT MACDONALD FLORIDA	3,000.00	WO-19: QUALITY ASSURANCE TESTI
5/17/2017	IN 0075552	1242807 C	36709 MOTT MACDONALD FLORIDA	3,999.00	WO 24 - GOPHER TORTOISE SVCS - ENG SVCS
5/17/2017	IN 0075552	1242807 C	36709 MOTT MACDONALD FLORIDA	3,999.00	WO 24 - GOPHER TORTOISE SVCS - ENG SVCS
5/22/2017	IN 0075486-3	1242528 C	33696 CEMEX INC	10,252.00	ODP PURCHASE~
5/22/2017	IN 0075486-3	1242528 C	33696 CEMEX INC	10,252.00	ODP PURCHASE~
5/22/2017	IN 0075496-4	1242641 C	70182 FORTERRA INC DBA FORTERRA PIPE	7,088.87	ODP PURCHASE ~
5/22/2017	IN 0075496-4	1242641 C	70182 FORTERRA INC DBA FORTERRA PIPE	7,088.87	ODP PURCHASE ~
5/22/2017	IN 0075572-3	1242693 C	45883 HD SUPPLY WATERWORKS LTD	2,895.70	ODP PURCHASE - VTMAE WATER/SEW
5/22/2017	IN 0075572-3	1242693 C	45883 HD SUPPLY WATERWORKS LTD	2,895.70	ODP PURCHASE - VTMAE WATER/SEW
6/1/2017	IN 0075574-5	1242528 C	33696 CEMEX INC	9,866.50	ODP PURCHASE - VTMAE CONCRETE
6/1/2017	IN 0075574-5	1242528 C	33696 CEMEX INC	9,866.50	ODP PURCHASE - VTMAE CONCRETE
6/5/2017	IN 0075045-8	1242664 C	4285 GREENHUT CONSTRUCTION COMPANY	228,496.42	CONSTRUCTION MGR AT RISK CONTR
6/5/2017	IN 0075045-8	1242664 C	4285 GREENHUT CONSTRUCTION COMPANY	218,174.70	CONSTRUCTION MGR AT RISK CONTR
6/5/2017	IN 0075540-3	1242692 C	70380 HD SUPPLY CONSTRUCTIONS SUPPLY	1,367.75	ODP PURCHASE - REINFORCING STE
6/5/2017	IN 0075540-3	1242692 C	70380 HD SUPPLY CONSTRUCTIONS SUPPLY	1,367.75	ODP PURCHASE - REINFORCING STE
6/7/2017	IN 0075881-1	1242559 C	71303 COVENANT STEEL WAREHOUSE INC	663,615.66	ODP PURCHASE: PRE-ENGINEERED B
6/7/2017	IN 0075881-1	1242559 C	71303 COVENANT STEEL WAREHOUSE INC	663,615.66	ODP PURCHASE: PRE-ENGINEERED B
6/16/2017	IN 0075496-5	1244024	70182 FORTERRA INC DBA FORTERRA PIPE	17,116.03	ODP PURCHASE ~
6/16/2017	IN 0075496-5	1244024	70182 FORTERRA INC DBA FORTERRA PIPE	17,116.03	ODP PURCHASE ~
6/16/2017	IN 0075572-4	1244348	45883 HD SUPPLY WATERWORKS LTD	6,045.15	ODP PURCHASE - VTMAE WATER/SEW
6/16/2017	IN 0075572-4	1244348	45883 HD SUPPLY WATERWORKS LTD	6,045.15	ODP PURCHASE - VTMAE WATER/SEW
6/16/2017	IN 0075574-6	1244195	33696 CEMEX INC	819.00	ODP PURCHASE - VTMAE CONCRETE
6/16/2017	IN 0075574-6	1244195	33696 CEMEX INC	819.00	ODP PURCHASE - VTMAE CONCRETE

**CITY OF PENSACOLA, FLORIDA**  
**PROJECT TRANSACTION ANALYSIS**  
**Reimbursement request #3 7/1/2016 thru 8/02/2017**

DATE	INVOICE	CHECK	VENDOR	AMOUNT	DESCRIPTION
6/16/2017	IN 0075574-7	1244195	33696 CEMEX INC	12,246.75	ODP PURCHASE - VTMAE CONCRETE
6/16/2017	IN 0075574-7	1244195	33696 CEMEX INC	12,246.75	ODP PURCHASE - VTMAE CONCRETE
6/16/2017	IN 0075574-8	1244195	33696 CEMEX INC	1,496.25	ODP PURCHASE - VTMAE CONCRETE
6/16/2017	IN 0075574-8	1244195	33696 CEMEX INC	1,496.25	ODP PURCHASE - VTMAE CONCRETE
6/19/2017	IN 0075041-8	1244439	36709 MOTT MACDONALD FLORIDA	13,358.39	WO 15: CONSTRUCTION ADMINISTRA
6/19/2017	IN 0075041-8	1244439	36709 MOTT MACDONALD FLORIDA	13,358.39	WO 15: CONSTRUCTION ADMINISTRA
6/19/2017	IN 0103	1244482	58715 PENZONE, DAVID C DBA	1,741.25	CONSULTING SVCS FOR VTMAE
6/19/2017	IN 0103	1244482	58715 PENZONE, DAVID C DBA	1,741.25	CONSULTING SVCS FOR VTMAE
6/29/2017	IN 0075350-4	1244439	36709 MOTT MACDONALD FLORIDA	6,000.00	WO-19: QUALITY ASSURANCE TESTI
6/29/2017	IN 0075881-2	1244218	71303 COVENANT STEEL WAREHOUSE INC	219,700.00	ODP PURCHASE: PRE-ENGINEERED B
6/29/2017	IN 0075881-2	1244218	71303 COVENANT STEEL WAREHOUSE INC	219,700.00	ODP PURCHASE: PRE-ENGINEERED B
7/5/2017	IN 0075045-9	1244322	4285 GREENHUT CONSTRUCTION COMPANY	236,539.98	CONSTRUCTION MGR AT RISK CONTR
7/5/2017	IN 0075045-9	1244322	4285 GREENHUT CONSTRUCTION COMPANY	236,539.98	CONSTRUCTION MGR AT RISK CONTR
7/7/2017	IN 0075572-5	1246068	45883 HD SUPPLY WATERWORKS LTD	6,070.56	ODP PURCHASE - VTMAE WATER/SEW
7/7/2017	IN 0075572-5	1246068	45883 HD SUPPLY WATERWORKS LTD	6,070.56	ODP PURCHASE - VTMAE WATER/SEW
7/7/2017	IN 0075779-2	1245770	70961 A T SPECIAL DOORS INC DBA	53,850.00	ODP PURCHASE: HANGAR DOORS FOR
7/7/2017	IN 0075779-2	1245770	70961 A T SPECIAL DOORS INC DBA	53,850.00	ODP PURCHASE: HANGAR DOORS FOR
7/11/2017	IN 0075041-9	1246199	36709 MOTT MACDONALD FLORIDA	17,001.58	WO 15: CONSTRUCTION ADMINISTRA
7/11/2017	IN 0075041-9	1246199	36709 MOTT MACDONALD FLORIDA	17,001.58	WO 15: CONSTRUCTION ADMINISTRA
7/12/2017	IN 0075574-9	1245915	33696 CEMEX INC	190.00	ODP PURCHASE - VTMAE CONCRETE
7/12/2017	IN 0075574-9	1245915	33696 CEMEX INC	190.00	ODP PURCHASE - VTMAE CONCRETE
7/12/2017	IN 2015.133-R01	1246281	51061 REBOL-BATTLE & ASSOCIATES LLC	414.10	ECUA INSPECTION FEE AT VTMAE
7/12/2017	IN 2015.133-R01	1246281	51061 REBOL-BATTLE & ASSOCIATES LLC	414.10	ECUA INSPECTION FEE AT VTMAE
7/20/2017	IN 0075001-7	1245865	26973 ATKINS NORTH AMERICA INC	4,974.46	AGREEMENT FOR ENG SVCS - VT AE
7/20/2017	IN 0075001-7	1245865	26973 ATKINS NORTH AMERICA INC	4,974.46	AGREEMENT FOR ENG SVCS - VT AE
7/20/2017	IN 0075001-8	1245606	26973 ATKINS NORTH AMERICA INC	4,918.37	AGREEMENT FOR ENG SVCS - VT AE
7/20/2017	IN 0075001-8	1245606	26973 ATKINS NORTH AMERICA INC	4,918.37	AGREEMENT FOR ENG SVCS - VT AE
7/20/2017	IN 0075425-1	1245940	70174 CORAL INDUSTRIES INC	1,470.25	ODP PURCHASE~
7/20/2017	IN 0075425-1	1245940	70174 CORAL INDUSTRIES INC	1,470.24	ODP PURCHASE~
7/20/2017	IN 0075702-1	1246330	22346 SLONE DOORS INC	4,350.00	ODP PURCHASE - DOORS & FRAMES
7/20/2017	IN 0075702-1	1246330	22346 SLONE DOORS INC	4,350.00	ODP PURCHASE - DOORS & FRAMES
7/21/2017	IN 0075001-9	1245865	26973 ATKINS NORTH AMERICA INC	6,830.12	AGREEMENT FOR ENG SVCS - VT AE
7/21/2017	IN 0075001-9	1245865	26973 ATKINS NORTH AMERICA INC	6,830.12	AGREEMENT FOR ENG SVCS - VT AE
7/24/2017	IN 0075350-5	1246199	36709 MOTT MACDONALD FLORIDA	6,000.00	WO-19: QUALITY ASSURANCE TESTI
8/1/2017	IN 0075572-6	1246068	45883 HD SUPPLY WATERWORKS LTD	11,361.72	ODP PURCHASE - VTMAE WATER/SEW
8/1/2017	IN 0075572-6	1246068	45883 HD SUPPLY WATERWORKS LTD	11,361.72	ODP PURCHASE - VTMAE WATER/SEW
8/1/2017	IN 0075574-10	1245915	33696 CEMEX INC	445.50	ODP PURCHASE - VTMAE CONCRETE
8/1/2017	IN 0075574-10	1245915	33696 CEMEX INC	445.50	ODP PURCHASE - VTMAE CONCRETE
8/1/2017	IN 0075881-3	1245944	71303 COVENANT STEEL WAREHOUSE INC	225,374.50	ODP PURCHASE: PRE-ENGINEERED B
8/1/2017	IN 0075881-3	1245944	71303 COVENANT STEEL WAREHOUSE INC	225,374.50	ODP PURCHASE: PRE-ENGINEERED B
8/1/2017	IN 83619	1245883	2112 BEGGS & LANE	1,813.25	FEES - VTMAE
8/1/2017	IN 83619	1245883	2112 BEGGS & LANE	1,813.25	FEES - VTMAE
8/1/2017	IN 84091	1245883	2112 BEGGS & LANE	191.75	FEES - VTMAE

**CITY OF PENSACOLA, FLORIDA**  
**PROJECT TRANSACTION ANALYSIS**  
**Reimbursement request #3 7/1/2016 thru 8/02/2017**

DATE	INVOICE	CHECK	VENDOR	AMOUNT	DESCRIPTION
8/1/2017	IN 84091	1245883	2112 BEGGS & LANE	129.00	EXP - VTMAE
8/1/2017	IN 84091	1245883	2112 BEGGS & LANE	129.00	EXP - VTMAE
8/1/2017	IN 84091	1245883	2112 BEGGS & LANE	191.75	FEES - VTMAE
8/2/2017	IN 0075045-10	1246040	4285 GREENHUT CONSTRUCTION COMPANY	99,243.16	CONSTRUCTION MGR AT RISK CONTR
8/2/2017	IN 0075045-10	1246040	4285 GREENHUT CONSTRUCTION COMPANY	99,243.17	CONSTRUCTION MGR AT RISK CONTR
8/2/2017	IN 0075425-2	1245940	70174 CORAL INDUSTRIES INC	104.45	ODP PURCHASE~
8/2/2017	IN 0075425-2	1245940	70174 CORAL INDUSTRIES INC	104.45	ODP PURCHASE~
8/2/2017	IN 0075496-6	1246023	70182 FORTERRA INC DBA FORTERRA PIPE	6,613.05	ODP PURCHASE ~
8/2/2017	IN 0075496-6	1246023	70182 FORTERRA INC DBA FORTERRA PIPE	6,613.05	ODP PURCHASE ~
<b>TOTAL</b>				<b><u>6,558,704.94</u></b>	
<b>BACKUP PROVIDED UNDER REIMB #1</b>				<b>2,097,356.03</b>	
<b>LIFE TO DATE TOTAL</b>				<b>8,656,060.97</b>	

**Note.** Invoices in red were included as part of reimbursement #1. However, the City received a grant which allowed for reimbursment of these cost. Therefore, cost were reclassified to the grant account and the amount eligible under the grant is shown as a reduction in reimbursement #2.



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

**AI-12686**

**County Administrator's Report 10. 20.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/21/2017

**Issue:** Resolution for Speed Limit Reduction

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

**Organization:** Public Works

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning a Speed Limit Reduction for Trellis Lane, Natherly Drive, and Massena Drive - Joy D. Blackmon, P.E., Public Works Department Director

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

A. Adopt the Resolution establishing the speed limit for the reduction in speed on Trellis Lane, Natherly Drive, and Massena Drive, from 30 miles per hour to 25 miles per hour; and

B. Authorize the Chairman to sign the Resolution.

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

These roads are located in District 1, and the Commissioner's Office has been notified.

**BACKGROUND:**

The Transportation & Traffic Operations (TTO) Division received a request from a citizen to lower the speed limit on Trellis Lane, Natherly Drive, and Massena Drive.

After evaluating the conditions of the roadways and the request for lowering the speed limits, TTO staff supports the reductions based on the roadway geometrics and design standards and guidelines.

The Board is authorized under Sections 316.006 (3)(a)(b), 316.008(1)(j) and 316.189(2)(a) of the Florida Statutes (2009) to establish regulations on county roadways and streets. Volume 1, Chapter 94, Article I, Section 94-1 of the Escambia County Code of Ordinances (Ordinance No. 2003-26), authorizes the County Engineer to place

restrictions on the movement of traffic on county roadways and streets. This authorization requires the County Engineer to file quarterly, for Board ratification by Resolution, a list of all limitation orders established under this section.

These roads are located in District 1 and the Commissioner's office has been notified.

**BUDGETARY IMPACT:**

Funds are budgeted in Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 53401, for Sign Installations.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney, reviewed and approved the Resolution as to form and legal sufficiency.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The Board is authorized under Sections 316.006 (3)(a)(b), 316.008(1)(j) and 316.189(2)(a) of the Florida Statutes (2009) to establish regulations on county roadways and streets. Volume 1, Chapter 94, Article I, Section 94-1 of the Escambia County Code of Ordinances (Ordinance No. 2003-26), authorizes the County Engineer to place restrictions on the movement of traffic on county roadways and streets.

**IMPLEMENTATION/COORDINATION:**

The appropriate speed limit signs have been installed on Trellis Lane, Natherly Drive, and Massena Drive. Upon Board approval, a copy of the Resolution will be forwarded to the Sheriff's Department.

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**Attachments**

Resolution

Map

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RESOLUTION NUMBER R2017-\_\_\_\_\_

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ESTABLISHING THE SPEED LIMIT ON THREE ROADS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to §§316.006(3)(a)(b); 316.008(1)(j), and 316.189(2)(a), Florida Statutes, the Board of County Commissioners ("Board") is authorized to establish speed limit regulations after conducting an investigation; and

**WHEREAS**, the County Engineer, acting on behalf on the Board, is authorized under Volume 1, Chapter 94, Article I, Section 94-1, Escambia County Code of Ordinances (Ordinance No. 2003-26), to implement speed zones and speed limits as determined by traffic engineering studies on all County roads and highways; and

**WHEREAS**, the County Engineer is directed to file, quarterly, a list of all limitation orders (traffic restrictions/prohibitions) for Board ratification by resolution; and

**WHEREAS**, County received requests for a speed reduction from 30 miles per hour to 25 miles per hour for the following three roads; and

**WHEREAS**, County staff has conducted a speed study on the following roads that is consistent with §316.189(2)(a), Florida Statutes, and concluded the requests for lower speed limits are reasonable and necessary based upon the layout and design of the roadways.

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

**SECTION 1.** That the above stated recitals are true and correct and incorporated herein by reference.

**SECTION 2.** That the speed study on the following roads requires a reduction in speed from 30 miles per hour to 25 miles per hour:

- Trellis Lane from Beulah Road to east end of road (D1);
- Natherly Drive from Massena Drive to Trellis Lane (D1);
- Massena Drive from Trellis Lane to Trellis Lane (D1).

**SECTION 3.** That Transportation & Traffic Operations staff previously placed signs in conspicuous locations at each entrance to the above-described locations, which reflect the limitations established herein.

**SECTION 4.** That these new limitations shall take effect immediately upon adoption of this Resolution by the Board of County Commissioners of Escambia County, Florida.

**ADOPTED** 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

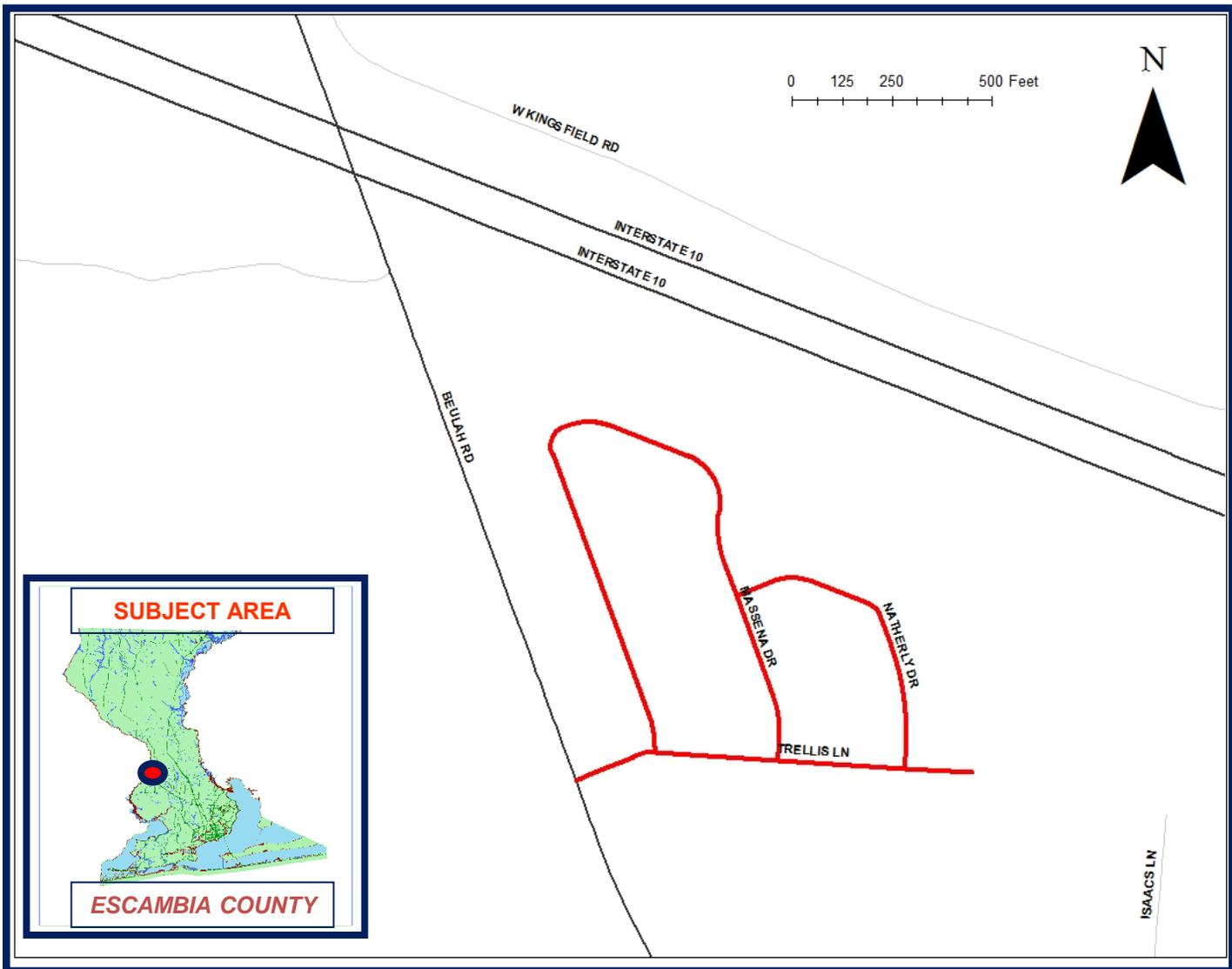
Approved as to form and legal  
sufficiency.

By/Title: Kristina H. ...  
Date: 8/14/17

# LOCATION MAP

## SPEED LIMIT REDUCTION FROM 30MPH TO 25MPH Trellis Ln / Natherly Dr / Massena Dr

<u>ROADWAY</u>	<u>BEGIN</u>	<u>END</u>
Trellis Ln	Beulah Rd	East End of Road
Natherly Dr	Massena Dr	Trellis Ln
Massena Dr	Trellis Ln	Trellis Ln





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

**AI-12632** **County Administrator's Report 10. 21.**  
**BCC Regular Meeting** **Budget & Finance Consent**

**Meeting Date:** 09/21/2017

**Issue:** Innerarity Island Development Corporation Water System - Interlocal Agreement Amendment, Change Order, and Grant Amendment

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

**Organization:** Public Works

**CAO Approval:**

**RECOMMENDATION:**

Recommendation Concerning the Innerarity Island Development Corporation Water System - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action:

A. Approve and authorize the Chairman to sign the First Amendment to the Interlocal Agreement Between Escambia County, Florida, and Emerald Coast Utilities Authority (ECUA) Relating to a Potable Water System Improvement Project on Innerarity Island;

B. Approve and authorize the County Administrator to execute the following Change Order to Emerald Coast Utilities Authority; and

Department:	Public Works
Division:	Transportation and Traffic
Type:	Addition
Amount:	\$230,000
Vendor:	Emerald Coast Utilities Authority
Project Name:	IIDC Water System
Contract:	N/A
PO#:	171024
CO#:	1
Original Contract Award:	\$580,000.00
Cumulative Amount of Change Orders Through this CO:	\$230,000.00

New Contract Amount:	\$810,000.00
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C. Approve and Authorize the Chairman to sign the Florida Department of Environmental Protection (FDEP) Agreement Number S0878, Escambia County, Amendment Number 2, which includes the following changes:

1. Task 1 Design and Permitting is being changed from \$45,000 to \$223,800, which is based on actual expenses and Change Order for water system and inclusion of sewer design;
2. Task 2 Construction is being changed from \$758,000 to \$844,495, which is based on the completed design, Change Order and owner-directed purchase, and remaining additional funds from \$500,000 award to be used for water and sewer construction;
3. Task 3 Administration, Operation, and Repair of Water and Wastewater System is being changed from \$180,000 to \$166,000, which is based on historical charges by the City of Gulf Breeze and with the understanding that the City of Gulf Breeze will operate and maintain the system through January 2019;
4. Task 4 Construction Engineering Inspection (CEI) Services is being changed from \$17,000 to \$108,520 for actual expenses, Change Order, and future sewer construction engineering inspections; and
5. Task 5 Equipment Purchase was added in the amount of \$157,185 for the purchase of sewer-related items.

[Funding Source: Fund 352, LOST III - IIDC Water and Sewer Project, Cost Center 110211, Object Code 56301, Project #16PF3502. This cost center will be increased from \$1,000,000 to \$1,500,000 through a Supplemental Budget Amendment at the September 21, 2017, BCC meeting]

**BACKGROUND:**

On March 21, 2014, a Court Order required the County to become the receiver of Innerarity Island Development Corporation (IIDC), an abandoned wastewater and water utility facility on Innerarity Island.

Meeting in regular session on June 2, 2016, the Board approved the Interlocal Agreement between Escambia County, Florida, and Emerald Coast Utilities Authority (ECUA) relating to a Potable Water System Improvement Project on Innerarity Island. Since then, Escambia County has been working with ECUA to incorporate Innerarity Island into ECUA's water service area once certain repairs and upgrades are made. ECUA has agreed to oversee and manage the upgrades to the water utility system on Innerarity Island at no cost to ECUA or its ratepayers, and thereafter accept Innerarity Island within its water service area, and accept ownership of the water utility system on Innerarity Island. The initial Interlocal Agreement stated the cost would not exceed \$600,000. The amendment recommends increasing this amount to \$810,000. See amount details below. Staff from Escambia County and ECUA have met to discuss and

agree on the proposed change.

At their regularly-scheduled meeting on January 5, 2017, the Board approved issuance of a Purchase Order to ECUA, in an amount not to exceed \$580,000, for the Innerarity Island Water System Improvement Project on Innerarity Island. A bid opening was held on November 29, 2016, at 2:00 p.m. for the Innerarity Island Water System Project, ECUA #CS612, Bid No. CC2017 02. Southern Utility Company, Inc., at \$445,819.52 the low bid, will be awarded the contract at the next ECUA Board meeting. Since the Interlocal Agreement is with ECUA, a Purchase Order has been issued to ECUA for the construction cost and requested contingencies, and monthly invoices will be sent to the Public Works Department for payment. ECUA approached County staff with a Change Order related to Design, Construction Engineering Inspection (CEI), Construction Issues, and owner-directed purchase items that were not originally included in the construction bid package. With notification from ECUA that there is a realistic possibility of additional construction, a contingency was included as well. See amount details below.

Initial Interlocal Agreement allotted amount = \$600,000

Initial PO Amount = \$580,000

Initial Design Study Cost = \$45,000

Added Design Cost = \$37,800.00

Initial Construction Engineering Inspection (CEI) = \$12,000

Added Construction Engineering Inspection (CEI) = \$16,520

Initial Construction Cost = \$445,819.52

Added cost for meters and yoke boxes = \$72,191.44 (ECUA removed the meters and yoke boxes from the construction bid and they were to be an owner-directed purchase. County staff was unaware of this effort by ECUA. These items were part of the Scope of Work in the Interlocal Agreement.)

Amount of ECUA Change Order Related to Construction = \$104,183.45

New Total for Design/Construction with Change Order and Contingency (\$76,485.59) = \$810,000

Total Amount over the Purchase Order = \$230,000

New Total for the Purchase Order = \$810,000

Total Amount over the Interlocal Agreement = \$210,000

New Total for the Interlocal Agreement = \$810,000

Meeting in regular session on February 18, 2016, the Board of County Commissioners entered into an Agreement with the Florida Department of Environmental Protection (DEP), accepting \$1 million dollars in grant funds provided by the State Legislature.

Amendment Number 1 to this Agreement included the following changes:

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

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

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

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

Amendment Number 2 includes the following changes:

Task 1 Design and Permitting is being changed from \$45,000 to \$223,800, which is based on actual expenses and Change Order for water system and inclusion of sewer design.

Task 2 Construction is being changed from \$758,000 to 844,495 which is based on the completed design, Change Order and owner-directed purchase, and remaining additional funds from \$500,000 award, to be used for water and sewer construction.

Task 3 Administration, Operation, and Repair of Water and Wastewater System is being changed from \$180,000 to \$166,000, which is based on historical charges by the City of Gulf Breeze and with the understanding that the City of Gulf Breeze will operate and maintain the system through January 2019.

Task 4 Construction Engineering Inspection (CEI) Services is being changed from \$17,000 to \$108,520 for actual expenses, Change Order, and future sewer construction engineering inspections.

Task 5 Equipment Purchase was added in the amount of \$157,185 for the purchase of sewer-related items.

The total amount of the Grant changed as a result of the Legislature awarding the County an additional \$500,000 to be added to this grant. The above task modifications include the additional \$500,000 which will cover the Change Order and the Sewer Design and CEI. The new grant amount is \$1,500,000.

A separate Board Recommendation for this September 21, 2017, meeting from the Office of Management and Budget is for a Supplemental Budget Amendment recognizing the additional \$500,000.

### **BUDGETARY IMPACT:**

Funds for this project are available in Fund 352, LOST III -- IIDC Water and Sewer Project, Cost Center 110211, Object Code 56301, Project #16PF3502. This cost center will be increased from \$1,000,000 to \$1,500,000 through a Supplemental Budget Amendment at the September 21, 2017, BCC meeting.

### **LEGAL CONSIDERATIONS/SIGN-OFF:**

First Amendment to the Interlocal Agreement Between Escambia County, Florida, and Emerald Coast Utilities Authorize Relating to a Potable Water System Improvement Project on Innerarity Island was approved by Stephen West, Senior Assistant County Attorney. The DEP Agreement Number S0878 Amendment Number 2 was approved by Kristin Hual, Assistant County Attorney.

### **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, Purchasing and Contracts.

**IMPLEMENTATION/COORDINATION:**

The Chairman will need to sign two original copies of the First Amendment. Public Works Department Transportation and Traffic Operations staff will coordinate with Emerald Coast Utilities Authority staff. Upon execution of amendment, a Change Order will be transmitted to the Office of Purchasing for processing.

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**Attachments**

IIDC 1st Amendment

Original PO with Board Action 01/05/2017

Board Action ECUA 06/02/2016

Change Order Backup

S0878 Amendment 2

S0878 Orig Agrmnt and BCC Mins

S0878 Amendment 1 and BCC Mins

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**FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN  
ESCAMBIA COUNTY, FLORIDA AND EMERALD COAST UTILITIES  
AUTHORITY RELATING TO A POTABLE WATER SYSTEM  
IMPROVEMENT PROJECT ON INNERARITY ISLAND**

THIS FIRST AMENDMENT TO AGREEMENT is made on this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between Escambia County, a political subdivision of the State of Florida (hereinafter "County") with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502, and the Emerald Coast Utilities Authority, a local governmental body, corporate and politic, which was formed by the Florida Legislature as an independent special district (hereinafter "ECUA") with administrative offices located at 9255 Sturdevant Street, Pensacola, Florida 32514 (each at times also being referred to as a "Party" or collectively as "Parties").

**WITNESSETH:**

WHEREAS, the Parties entered into that certain Interlocal Agreement (hereinafter "Agreement") relating to a potable water system improvement project on Innerarity Island dated June 2, 2016; and

WHEREAS, the parties wish to amend the Agreement to increase the estimated Costs of the Project;

NOW THEREFORE, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. Section 4.1 of the Agreement is amended as shown below (additions are shown underlined and deletions are shown struck-through):

**ARTICLE 4**  
**Compensation and Method of Payment**

4.1 County agrees to reimburse ECUA for the Costs of the Project as generally described in Exhibit "A", including but not necessarily limited to property and equipment costs, engineering and design services, and construction costs, in an amount not to exceed Six Eight Hundred and Ten Thousand, Dollars (\$600,000 \$810,000).<sup>1</sup> ~~In the event that ECUA determines that the estimated Costs of the Project will exceed \$600,000 upon the opening of publicly advertised bids for construction of the Project, then either Party may elect to terminate this Agreement. In the event the Project proceeds post-bidding and~~ If during the course of construction it is learned that

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<sup>1</sup> This agreement to reimburse includes Costs of the Project incurred prior to entry into this Agreement as well as after.

the Costs of the Project will exceed \$600,000 \$810,000, then the Parties shall meet and decide how to proceed, if at all. If the decision is made by either the County or ECUA not to proceed with the Project, then ECUA shall promptly bring the Project to a close, with the County responsible for all costs associated with terminating and closing the Project. In the event of termination of the Agreement in accordance with this paragraph, ECUA shall be entitled to compensation as set forth in paragraph 8.2, below.

3. In all other respects, the Agreement, as amended by this First Amendment, remains unchanged and in full force and effect.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this First Amendment on the respective dates under each signature: Escambia County through its Board of County Commissioners, signing by and through its Chairperson, duly authorized to execute same by Board action on the \_\_\_ day of \_\_\_\_\_, 2017 and Emerald Coast Utilities Authority, by and through its Chairman, duly authorized to execute same.

**ESCAMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

ATTEST: Pam Childers  
Clerk of the Circuit Court

By: D. B. Underhill, Chairman

Date: \_\_\_\_\_

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

This document approved as to form and legal sufficiency.

By: [Signature]  
Title: Asst County Attorney  
Date: Aug. 31, 2017

(SEAL)

**EMERALD COAST UTILITIES AUTHORITY**, a local governmental body, corporate and politic, acting by and through its duly authorized Board.

ATTEST:

By: Lois Benson, Chairman

Date: \_\_\_\_\_

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

## **EXHIBIT "A"**

### **Innerarity Island – Potable Water System Improvements**

#### **Scope of Work**

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**Project Location:** The project is located on Innerarity Island in Escambia County, Florida. See Figure 1 for a graphical depiction of the project location.

**Project Description:** Water system improvements are expected to consist of:

a) a very limited number of small diameter water main relocations to remove encroachments of the water facilities from private properties. The Innerarity Island Utilities System Evaluation Report identified encroachments at 21 locations totaling 1795 linear feet. The Innerarity Island Homeowners Association (II HOA) has agreed to work with the Owners to secure easements eliminating the need for the relocations. The relocation of any unresolved encroachments will be incorporated into Construction Contract.

b) installation of approximately 7 system isolation valves,

c) installation of approximately 3 new fire hydrants,

d) modification of dead end water lines to provide either flush valves or circulation loops at 17 locations,

e) approximately 198 water service renewals to remove polybutylene tubing and replace meters with ECUA standard meters, and

f) approximately 3,000 linear feet of new 6" water main on North Shore Drive as replacement for an existing 4" main".

The specific quantities described above are based upon a conceptual design effort and are subject to slight modification within the process of development of the Final Construction Documents.

Figure #1



**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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[ 420925  
 EMERALD COAST UTILITIES AUTHORITY  
 PO BOX 18870  
 PENSACOLA FL 32523-8870 ]

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[ ENGINEERING  
 ENGINEERING DEPARTMENT  
 3363 WEST PARK PLACE  
 PENSACOLA FL 32505  
 ATTN: ROBIN LAMBERT ]

ORDER DATE: 01/25/17	BUYER: PAUL NOBLES	REQ. NO.: 17001099	REQ. DATE: 01/12/17
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TERMS: NET 30 DAYS	F.O.B.:	DESC.: BCC APPROVED 1/5/17
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ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
CONTACT DWIGHT AUSTIN WITH ANY QUESTIONS.					
PLEASE SEND INVOICES TO THE FOLLOWING ADDRESS: PUBLIC WORKS DEPARTMENT ATTN ROBIN LAMBERT 3363 WEST PARK PLACE PENSACOLA, FL 32505					
INVOICES CAN BE ELECTRONICALLY SENT TO ENGINVOICES@MYESCAMBIA.COM					
01	1.00	LOT	INTERLOCAL AGREEMENT WITH ECUA FOR INNERARITY ISLAND WATER SYSTEM IMPROVEMENT PROJECT. MONTHLY INVOICES WILL BE SENT FOR REIMBURSEMENT. BCC APPROVAL 01/05/2017	580000.0000	580,000.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	580,000.00
01	110211 56301	580,000.00	16PF3502	<b>TOTAL \$</b>	<b>580,000.00</b>

**APPROVED BY**



17001099  
171024

RESUME OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

10. Recommendation: That the Board adopt, and authorize the Chairman to sign, the Resolution (R2017-5) requesting and supporting an amendment to the Florida Department of Transportation's (FDOT) Fiscal Year 2018-2022 Five-Year Work Program, relating to the SR 292 (Gulf Beach Highway) Intersection Improvements Project (Project #4406581) (Funding: Construction Phase funds are available in two funds: Fund 352, "Local Option Sales Tax III" (\$312,929), and Fund 152, Southwest Sector Community Redevelopment Agency (CRA) (\$578,000); the County will be reimbursed the awarded State of Florida County Incentive Grant Program funds from FDOT, totaling \$312,000, in Fiscal Year 2020).

**Approved 5-0**

11. Recommendation: That the Board adopt, and authorize the Chairman to sign, the Resolution (R2017-6) requesting and supporting an amendment to the Florida Department of Transportation's (FDOT) Fiscal Year 2018-2022 Five-Year Work Program, relating to the SR 292 (Perdido Key Drive) Multi-Use Path Project (Project #4389082) (Funding: the funding source for the Construction Phase advancement will be LOST [Local Option Sales Tax] IV; the County will be reimbursed the funds, totaling \$2,246,000, from FDOT in Fiscal Year 2021).

**Approved 5-0**

12. Recommendation: That the Board approve the issuance of a Purchase Order to Emerald Coast Utilities Authority, in an amount not to exceed \$580,000, for the Innerarity Island Water System Improvement Project on Innerarity Island (Funding Source: Fund 352, "Local Option Sales Tax III," Cost Center 110211, Object Code 56301, Project No. 16PF3502).

**Approved 5-0**

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

4. OLFx ▶

Motion made by Commissioner Robertson, seconded by Commissioner Underhill, and carried unanimously, taking the following action:

- A. Allocating \$430,732 from the existing \$5,000,000 set aside from the OLFx project for payment to Naval Facilities Engineering Command (NAVFAC), for administrative costs associated with the proposed land swap for the OLFx project;
- B. Authorizing payment of 50% of the above-noted allocation, in the amount of \$215,366, to NAVFAC for the administrative costs; and
- C. Authorizing the County Administrator to make future payments to NAVFAC upon receipt of invoice and appropriate documentation, up to the maximum authorized budget of \$430,732.

(Funding Source: Local Option Sales Tax Fund 352, Cost Center 110273, Project 16PF3518)

5. Interlocal Agreement with ECUA ▶

Motion made by Commissioner Underhill, seconded by Commissioner Barry, and carried unanimously, approving, and authorizing the Chairman to sign, the Interlocal Agreement between Escambia County, Florida, and Emerald Coast Utilities Authority (ECUA), relating to a Potable Water System Improvement Project on Innerarity Island (Funding: Grant from the State of Florida, Fund 352, Cost Center 110211, Project Number 16 PF 3502).



**From:** Dwight Austin  
**To:** Colby S. Brown  
**Subject:** Fwd: RE: Escambia County S0878 - Contingency Eligibility  
**Date:** Thursday, December 08, 2016 3:50:00 PM

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Fyi

*Sent from my Verizon Wireless 4G LTE DROID*

----- Forwarded message -----

**From:** Dwight Austin <daustin@co.escambia.fl.us>  
**Date:** Dec 8, 2016 2:12 PM  
**Subject:** RE: Escambia County S0878 - Contingency Eligibility  
**To:** "Massoudi, Mahnaz" <Mahnaz.Massoudi@dep.state.fl.us>  
**Cc:** "Robin F. Lambert" <RFLAMBER@co.escambia.fl.us>

Mahnaz,

It appears all the work items described would be eligible as they are in the service area and meet the description of the grant work plan Attachment A. How items are encumbered toward a grant is probably more of an internal accounting issue here at the County. Understandably, your concern is ensuring the work properly conforms to the grant scope.

Dwight

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**From:** Massoudi, Mahnaz [mailto:Mahnaz.Massoudi@dep.state.fl.us]  
**Sent:** Thursday, December 08, 2016 2:00 PM  
**To:** Dwight Austin  
**Cc:** Jim Hagon; Colby S. Brown  
**Subject:** RE: Escambia County S0878 - Contingency Eligibility

Dwight,

The costs are eligible as long as the improvements are within the scope of work that have been outlined in the agreement. Is the second master meter on the townhomes which would cost another \$12,575 to \$25,000 within the scope of work in this agreement? How about the allowance for renewal of water service to undeveloped lots?

Mahnaz

**From:** Dwight Austin [<mailto:daustin@co.escambia.fl.us>]  
**Sent:** Thursday, December 08, 2016 1:58 PM  
**To:** Massoudi, Mahnaz <[Mahnaz.Massoudi@dep.state.fl.us](mailto:Mahnaz.Massoudi@dep.state.fl.us)>  
**Cc:** Jim Hagon <[JLHAGON@co.escambia.fl.us](mailto:JLHAGON@co.escambia.fl.us)>; Colby S. Brown <[CSBROWN@co.escambia.fl.us](mailto:CSBROWN@co.escambia.fl.us)>  
**Subject:** Escambia County S0878 - Contingency Eligibility

Mahnaz,

We recently had a bid opening for a water system repair contract. We originally anticipated allocating approximately \$600,000 for this work. The bids came in at \$445,819.52. However, we believe it would be wise to include a sizeable contingency for this project. We see a distinct possibility of change orders possibly as high as \$100,000 throughout the project based on uncertainty in the site conditions. Specifically, we were recently made aware of a second master meter on the townhomes which would cost another \$12,575 to \$25,000 to bring up to spec. Additionally, there is an allowance for renewal of water service to undeveloped lots, but there is some uncertainty as to how many undeveloped lots have existing services.

Is it acceptable for a certain amount be allocated as a contingency? How much? The reason for the question is to attempt to encumber the most that we can of the \$1M by the end of this year.

We are not asking to change the grant amount or the scope of any task item.

Dwight Austin, P.E.

Escambia County, Design Engineer

(850) 426-1381

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



6/2/2016 CAR III-5

**INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY,  
FLORIDA AND EMERALD COAST UTILITIES AUTHORITY RELATING  
TO A POTABLE WATER SYSTEM IMPROVEMENT PROJECT ON  
INNERARITY ISLAND**

THIS AGREEMENT is made on this 2nd day of June, 2016, by and between Escambia County, Florida a political subdivision of the State of Florida (hereinafter "County") with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502, and the Emerald Coast Utilities Authority, a local governmental body, corporate and politic, which was formed by the Florida Legislature as an independent special district (hereinafter "ECUA") with administrative offices located at 9255 Sturdevant Street, Pensacola, Florida 32514 (each at times also being referred to as a "Party" or collectively as "Parties").

**WITNESSETH:**

WHEREAS, ECUA provides potable water in certain defined areas in Escambia County, Florida;

WHEREAS, within the confines of Escambia County, Florida, there exists an area known as Innerarity Island;

WHEREAS, Innerarity Island is not and has never been within ECUA's service area;

WHEREAS, an entity known as the Innerarity Island Development Corporation formerly operated a water utility system on Innerarity Island;

WHEREAS, the Innerarity Island Development Corporation purchased potable water from ECUA, which the Innerarity Island Development Corporation then resold to its water utility customers;

WHEREAS, the Innerarity Island Development Corporation abandoned its water utilities early in the 2014 calendar year;

WHEREAS, the existing water utility system on Innerarity Island is in need of significant repairs and upgrades;

WHEREAS, ECUA is willing to accept the water utility system on Innerarity Island and incorporate Innerarity Island into its water service area in the event that the existing water utility system on Innerarity Island is upgraded prior to incorporating it into the ECUA water utility system;

WHEREAS, the Innerarity Island Development Corporation previously retained the professional engineering firm of Kenneth Horne & Associates, Inc. to evaluate and

Date: 6/2/2016  
Verified By: [Signature]

assess the needed upgrades to Innerarity Island's water system;

WHEREAS, the County subsequently retained Kenneth Horne & Associates, Inc. to further evaluate, assess, and partially design the needed upgrades to Innerarity Island's water system;

WHEREAS, the Parties agree that it is in the best interest of the public health, safety, and welfare that the potable water system presently existing on Innerarity Island be repaired and upgraded so that it may be ultimately accepted by ECUA and that Innerarity Island be incorporated into ECUA's water service area;

WHEREAS, ECUA and the County desire to work together to incorporate Innerarity Island into ECUA's water service area once certain repairs and upgrades are made;

WHEREAS, the upgrades to Innerarity Island's water system have been partially designed by Kenneth Horne & Associates, Inc., but significant additional design is required before those upgrades could be publically advertised for bid;

WHEREAS, the Florida Legislature has appropriated funding to the County which would facilitate the desired upgrades to the water utility system on Innerarity Island;

WHEREAS, the County is willing to contribute the difference of those funds in a sufficient quantity to upgrade and repair the water utility system on Innerarity Island;

WHEREAS, ECUA has agreed to oversee and manage the upgrades to the water utility system on Innerarity Island at no cost to ECUA or its ratepayers, and thereafter accept Innerarity Island within its water service area, and accept ownership of the water utility system on Innerarity Island; and

WHEREAS, the Parties desire to enter into this Interlocal Agreement to define the respective rights and responsibilities toward completing the design and construction of the upgrades to the water utility system and incorporating that system into ECUA's service area.

NOW THEREFORE, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**ARTICLE 1**  
**Purpose**

1.1 The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Interlocal Agreement solely for the purposes expressed herein and for no other purpose which causes an estoppel to

arise against either Party in any litigation. Provided, however, that so long as this Agreement remains in effect, neither Party shall take any action, legal or otherwise, to alter their existing positions regarding the water utility system on Innerarity Island, as the Parties desire to work together towards a solution to the water utility issues on Innerarity Island. This Agreement, however, shall not impede or restrict in any way the County's ability to litigate, settle or take any legal action against any non-parties to this Agreement in the litigation known as Escambia County v. Innerarity Island Development Corporation and Katy Collins, as Personal Representative, Estate of Fayette Dennison, now pending in Escambia County Circuit Court. Moreover, this Interlocal Agreement, as it may be amended from time to time, shall define the Parties' responsibilities in reference to the water utility system on Innerarity Island.

1.2 This Interlocal Agreement (hereinafter "Agreement") defines the responsibilities of each Party participating in the Innerarity Island Potable Water Project (hereinafter the "Project"), as set forth herein.

## **ARTICLE 2** **Responsibilities of Parties**

2.1 The County agrees to ensure that the water utility system shall be wholly transferred to ECUA upon successful completion of the Project, as defined in this Agreement. The parties agree the sewer system shall be addressed subsequently by separate agreement.

2.2 ECUA shall promptly retain a professional engineering firm to finalize the design of the needed repairs and upgrades to Innerarity Island's water system with sufficient specificity for ECUA to publically advertise and receive bids for the construction of the Project.

2.3 Thereafter, assuming the bids are less than the remaining funds in the Florida Legislature's appropriation, ECUA shall issue a contract for the construction of those upgrades and repairs. All such work shall be carried out in a reasonably prompt and diligent manner.

2.4 The County agrees to promptly reimburse to ECUA, in accordance with the terms of this Agreement, all of the Costs of the Project in the amount hereinafter set forth in Section 4.1. Those funds shall solely be used on the Project, generally described in Exhibit "A", which is attached hereto and incorporated by reference herein.

2.5 Moreover, upon completion, the County agrees to convey ownership of said water utility system to ECUA. Thereafter, ECUA shall own, operate and maintain said system. Additionally, upon acceptance of that water utility system, Innerarity Island will also become part of ECUA's water service area; and the County will execute all documents necessary or convenient to evidence same.

2.6 ECUA is not agreeing to and is under no obligation to financially participate in the Costs of the Project or otherwise financially contribute to the Project. Indeed, the Parties understand and acknowledge that ECUA's participation in this Agreement is at no cost to either ECUA or its ratepayers. However, the Parties acknowledge that ECUA provides substantial benefit to the Project by advancing the Costs of the Project prior to and subject to reimbursement from the County; overseeing the public advertising, bidding, and awarding of the contracts for both the design and construction of the Project; and otherwise adding benefit to the Project through its expertise in water utility systems. Given the above, as well as ECUA's donating limited employee time towards the Project, at no time will the County request financial participation on the part of ECUA on the Project.

2.7 This Agreement, after being properly executed by the Parties, shall become effective upon filing with the Clerk of the Circuit Court of Escambia County. The County shall be responsible for such filing.

2.8 Subsequent to ECUA's acceptance of the water utility system on Innerarity Island and incorporating Innerarity Island into its water service area, ECUA shall provide customer account information, water consumption information, and termination of service for nonpayment of sewer charges pursuant to a Service Agreement the Parties anticipate entering into at or around the time ownership is transferred to ECUA.

2.9 Subject to any claim of sovereign immunity, each Party to this Agreement shall be fully liable for the acts and omissions of its respective employees and agents in the performance of this Agreement to the extent permitted by law. Furthermore, nothing in this Agreement nor any act of the Parties shall be deemed or construed by the Parties hereto or by any third party to create a relationship of principal and agent, joint venture, business affiliation, or any association whatsoever between ECUA and the County.

2.10 The Parties are not waiving any legal arguments, claims or defenses by participating in this Agreement.

### **ARTICLE 3** **Contract Time**

3.1 It is anticipated by the Parties that the time for completion of the Project, as generally described in Exhibit "A", shall be within one (1) year from ECUA's issuance of a Notice to Proceed to a selected contractor, absent rain delays or other unforeseen conditions and/or events.

### **ARTICLE 4** **Compensation and Method of Payment**

4.1 County agrees to reimburse ECUA for the Costs of the Project as

generally described in Exhibit "A", including but not necessarily limited to property and equipment costs, engineering and design services, and construction costs, in an amount not to exceed Six Hundred Thousand Dollars (\$600,000).<sup>1</sup> In the event that ECUA determines that the estimated Costs of the Project will exceed \$600,000 upon the opening of publicly advertised bids for construction of the Project, then either Party may elect to terminate this Agreement and not proceed with construction of the Project. In the event the Project proceeds post bidding and during the course of construction it is learned that the Costs of the Project will exceed \$600,000, then the Parties shall meet and decide how to proceed, if at all. If the decision is made by either the County or ECUA not to proceed with the Project, then ECUA shall promptly bring the Project to a close, with the County responsible for all costs associated with terminating and closing the Project. In the event of termination of the Agreement in accordance with this paragraph, ECUA shall be entitled to compensation as set forth in paragraph 8.2, below.

4.2 ECUA may periodically submit invoices to the County for reimbursement of the Costs of the Project, but requests for payment shall not be made more frequently than once a month. The County will promptly reimburse ECUA for its expenditures on the Costs of the Project. Final payment shall be made at the time that the property and improvements are conveyed to ECUA.

4.3 Upon request, ECUA shall provide to the County copies of any payment documentation and such other financial documents as the County may reasonably require to verify Project costs.

4.4 Invoices and other requests will be sent to:

Escambia County  
Attn: Engineering Department  
1190 West Leonard Street  
Pensacola, Florida 32501

4.5 Payments and other requests will be sent to:

Emerald Coast Utilities Authority  
William E. Johnson, Jr., P.E., P.L.S.  
Engineering Director  
P.O. Box 15311  
9255 Sturdevant Avenue  
Pensacola, Florida 32514

**ARTICLE 5**  
**Ownership of Improvements and Property**

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<sup>1</sup> This agreement to reimburse includes Costs of the Project incurred prior to entry into this Agreement as well as after.

5.1 Title to the improvements specified in Exhibit "A" shall pass to ECUA as provided herein upon ECUA's acceptance of the work. The County shall, upon reasonable notice, have the right to inspect all such work prior to ECUA's acceptance.

**ARTICLE 6**  
**Easements**

6.1 The County shall cooperate with ECUA in obtaining such easements and rights of way as may be required for successful completion of this work and/or maintenance of water utility system thereafter.

**ARTICLE 7**  
**Force Majeure**

7.1 In the event that performance by the Parties of any of its obligations under this Agreement shall be interrupted, delayed, or prevented by any occurrence not occasioned by the conduct of such party, whether such occurrence be an act of God or any other occurrence whatsoever this is beyond the reasonable control of such party, including a change in environmental law or regulation rendering performance impractical or impossible, then such party shall be excused from such performance for such period of time as is reasonably necessary after the occurrence to remedy the effects thereof, or until such performance is no longer impractical or impossible.

**ARTICLE 8**  
**General Provisions**

8.1 **Ownership of Documents:** Drawings, specifications, design, models, photographs, reports, surveys, and other data produced by the County in connection with this Agreement are and shall remain the property of the County in connection with this Agreement are and shall remain the property of the County whether the work for which they were made is completed or not. Moreover, drawings, specifications, design, models, photographs, reports, surveys, and other data produced by ECUA or its agents in connection with this Agreement are and shall remain the property of ECUA or its agents whether the work for which they were made is completed or not.

8.2 **Termination:** In addition to the termination rights articulated in paragraph 4.1, above, this Agreement may be terminated by either the County or ECUA for cause, upon thirty (30) days written notice by the terminating party to the other parties of such termination, in which event ECUA shall be paid compensation for all work performed by it and its contractor/s prior to the termination date, including all reimbursable expenses then due or incurred prior to the date of termination.

8.3 **Records:** The Parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be

subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a Party fails to abide by the provisions of Chapter 119, Florida Statutes, another Party may, without prejudice to any right or remedy and after giving that Party, seven (7) calendar days written notice, during which period the Party fails to allow access to such documents, terminate this Agreement.

8.4 Assignment: This Agreement or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by any Party, without the prior written consent of all other Parties.

8.5 Headings: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

8.6 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any matter which is the subject of this Agreement shall lie in Escambia County, Florida.

8.7 Interpretation: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations 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 any Party 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 Party shall immediately notify all other Parties and request clarification of this Agreement.

(b) This Agreement shall not be more strictly construed against any party hereto by reason of the fact that one Party may have drafted or prepared any or all of the terms and provisions hereof.

8.8 Severability: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if it did not contain such invalid or unenforceable portion or provision.

8.9 Further Documents: The parties shall execute and deliver all documents and perform further actions that may reasonably be necessary to effectuate the provisions of this Agreement.

8.10 No Waiver: The failure of a Party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either Party's right to thereafter enforce the same in accordance with this Agreement.

8.11 All Prior Agreements Superseded: This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County through its Board of County Commissioners, signing by and through its Chairperson, duly authorized to execute same by Board action on the 2nd day of June, 2016 and Emerald Coast Utilities Authority, by and through its Chairman, duly authorized to execute same.

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: [Signature]  
Grover C. Robinson, IV, Chairman

Date: 6/13/2016

ATTEST: Pam Childers  
Clerk of the Circuit Court

By: [Signature]  
Deputy Clerk



Approved as to form and legal sufficiency.

By/Title: [Signature], Asst. County Attorney  
Date: May 27, 2016



By: [Signature]  
Secretary

**EMERALD COAST UTILITIES AUTHORITY, a**  
local governmental body, corporate and politic.

By: [Signature]

Stephen E. Sorrell, Executive Director

Date: 5-26-16

## **EXHIBIT "A"**

### **Innerarity Island – Potable Water System Improvements**

#### **Scope of Work**

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**Project Location:** The project is located on Innerarity Island in Escambia County, Florida. See Figure 1 for a graphical depiction of the project location and limits.

**Project Description:** Water system improvements are expected to consist of:

a) a very limited number of small diameter water main relocations to remove encroachments of the water facilities from private properties. The Innerarity Island Utilities System Evaluation Report identified encroachments at 21 locations totaling 1795 linear feet. The Innerarity Island Homeowners Association (II HOA) has agreed to work with the Owners to secure easements eliminating the need for the relocations. The relocation of any unresolved encroachments will be incorporated into Construction Contract.

b) installation of approximately 7 system isolation valves,

c) installation of approximately 3 new fire hydrants,

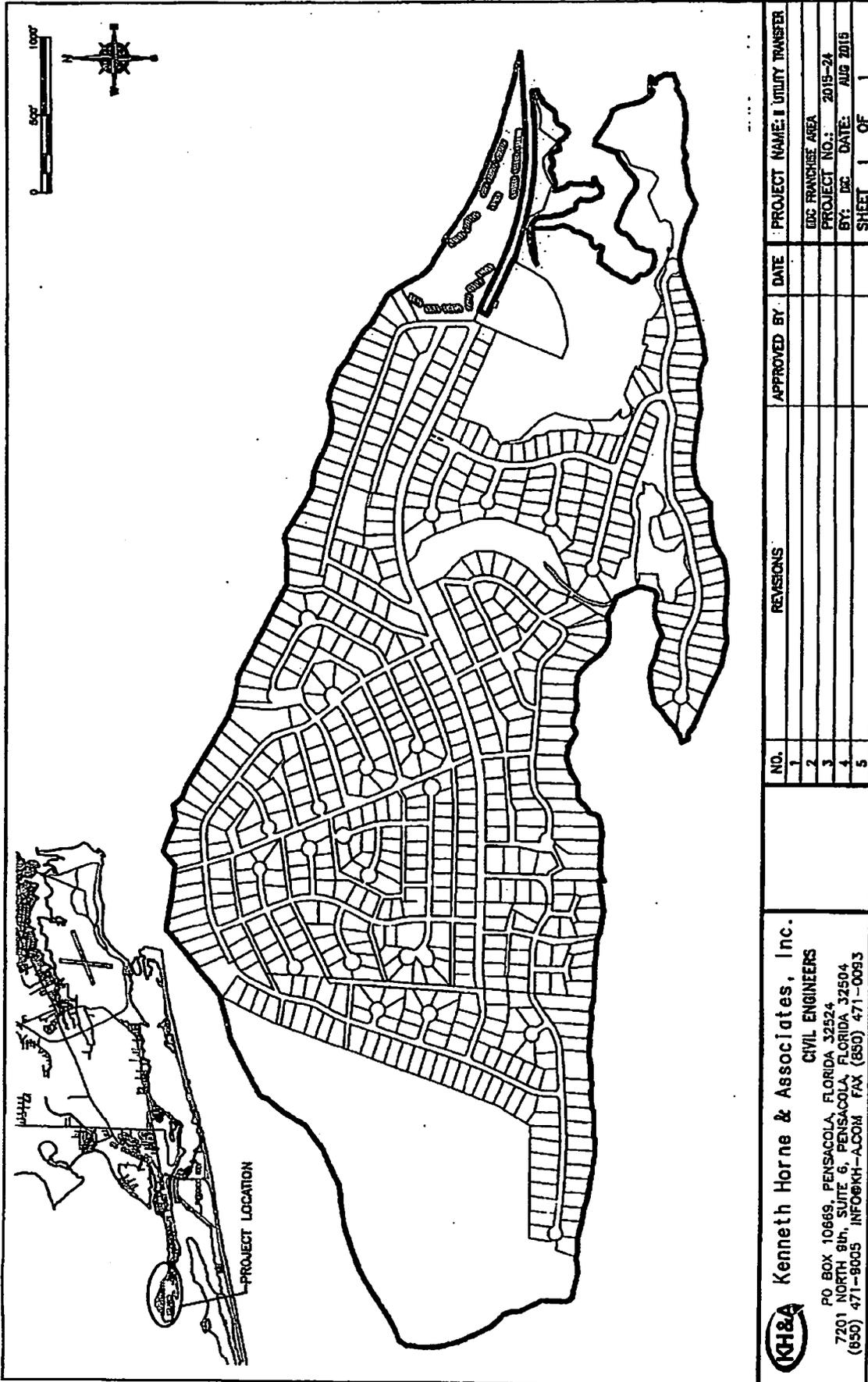
d) modification of dead end water lines to provide either flush valves or circulation loops at 17 locations,

e) approximately 198 water service renewals to remove polybutylene tubing and replace meters with ECUA standard meters, and

f) approximately 3,000 linear feet of new 6" water main on North Shore Drive as replacement for an existing 4" main".

The specific quantities described above are based upon a conceptual design effort and are subject to slight modification within the process of development of the Final Construction Documents.

Figure 1



NO.	REVISIONS	APPROVED BY	DATE	PROJECT NAME: II UTILITY TRANSFER
1				DCG FRANCHISE AREA
2				PROJECT NO.: 2015-24
3				BY: DCG DATE: AUG 2015
4				
5				SHEET 1 OF 1

**KH&A** Kenneth Horne & Associates, Inc.  
 CIVIL ENGINEERS  
 PO BOX 10869, PENSACOLA, FLORIDA 32524  
 7201 NORTH 9th, SUITE 6, PENSACOLA, FLORIDA 32504  
 (850) 471-8005 INFO@KH-A.COM FAX (850) 471-0093

REVISED RECOMMENDATION  
CAR III-5  
BCC: 06-02-2016



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

AI-10391 County Administrator's Report 9.5.  
BCC Regular Meeting Discussion

Meeting Date: 06/02/2016

Issue: Interlocal Agreement between Escambia County and ECUA Relating to a Potable Water System Improvement Project on Innerarity Island

From: Jack Brown, County Administrator

Organization: County Administrator's Office

CAO Approval:

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**RECOMMENDATION:**

Recommendation Concerning the Interlocal Agreement between Escambia County, Florida, and Emerald Coast Utilities Authority Relating to a Potable Potable Water System Improvement Project on Innerarity Island - Jack R. Brown, County Administrator

That the Board, ~~subject to Legal review and sign-off,~~ approve and authorize the Chairman to sign the Interlocal Agreement between Escambia County, Florida, and Emerald Coast Utilities Authority, relating to a Potable Water System Improvement Project on Innerarity Island.

[Funding: Grant from the State of Florida, Fund 352, Cost Center 110211, Project Number 16 PF 3502]

**BACKGROUND:**

On March 21, 2014, the court ordered the County to become the receiver of IIDC, an abandoned wastewater and water utility. Escambia County has been working with ECUA to incorporate Innerarity Island into ECUA's water service area once certain repairs and upgrades are made. ECUA has agreed to oversee and manage the upgrades to the water utility system on Innerarity Island at no cost to ECUA or its ratepayers, and thereafter accept Innerarity Island within its water service area, and accept ownership of the water utility system on Innerarity Island.

**BUDGETARY IMPACT:**

The State of Florida has provided a Grant to cover the cost associated with the necessary upgrades. Fund 352, Cost Center 110211, Project Number 16 PF 3502.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The County Attorney's Office has worked with ECUA's attorney to prepare this Interlocal Agreement.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

Upon Board approval, the County will work with ECUA to upgrade the water utility system on Innerarity Island so that ECUA can accept ownership.

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**Attachments**

**Interlocal Agreement between Escambia County and ECUA**

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PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

4. OLFx ■

Motion made by Commissioner Robertson, seconded by Commissioner Underhill, and carried unanimously, taking the following action:

- A. Allocating \$430,732 from the existing \$5,000,000 set aside from the OLFx project for payment to Naval Facilities Engineering Command (NAVFAC), for administrative costs associated with the proposed land swap for the OLFx project;
- B. Authorizing payment of 50% of the above-noted allocation, in the amount of \$215,366, to NAVFAC for the administrative costs; and
- C. Authorizing the County Administrator to make future payments to NAVFAC upon receipt of invoice and appropriate documentation, up to the maximum authorized budget of \$430,732.

(Funding Source: Local Option Sales Tax Fund 352, Cost Center 110273, Project 16PF3518)

5. Interlocal Agreement with ECUA ■

Motion made by Commissioner Underhill, seconded by Commissioner Barry, and carried unanimously, approving, and authorizing the Chairman to sign, the Interlocal Agreement between Escambia County, Florida, and Emerald Coast Utilities Authority (ECUA), relating to a Potable Water System Improvement Project on Innerarity Island (Funding: Grant from the State of Florida, Fund 352, Cost Center 110211, Project Number 16 PF 3502).

**ECUA CHANGE ORDER FORM**

**ECUA Project Name:** Innerrarity Island Water System      **ECUA Project No.:** CW.612    **C.O. #.** 001    **dated** 8 May 2017  
 The Contractor, Southern Utility Co. Inc., is hereby ordered to make the following changes from the plans and specifications or do the extra work on your contract dated February 1, 2017. The adjustment in compensation and contract time that will be due the Contractor by reason of these changes will be made on the following basis:



Item No.	Item Description and Justification	Unit	Quantity	Unit Price [\$/ (1)	Extension [\$] (show + or -)	Days (show + or -)
1	Replace Townhome Master Meter (2 required)	each	1	\$12,575.00	\$12,575.00	3.00
1	Additional Work Required to Install Master Meter at Townhome: Earthwork, Possible R&R of Fence, adjust/relocate water main, adjust/relocate valves, adjust/relocate existing Backflow, Restore ROW	L/S	1	\$2,116.00	\$2,116.00	3.00
1	Testing	each	1	\$0.00	\$0.00	2.00
2	Water Service Renewals - Long - Developed Parcels	each	9	\$465.00	\$4,185.00	2.00
3	Water Service Renewals - Short - Developed Parcels	each	4	\$317.00	\$1,268.00	1.00
5	Water Service Renewals - Long - Undeveloped Parcels	each	56	\$469.75	\$26,306.00	12.00
6	Water Service Renewals - Short - Undeveloped Parcels	each	115	\$183.15	\$21,062.25	23.00
8	Roadway Cut and Patch	sq.yds.	23	\$55.00	\$1,265.00	1.00
9	Replace Water Meters - (13) developed parcels and (7) Irrigation	each	20	\$59.50	\$1,190.00	2.00
16	Driveway Cut and Patch - Asphalt	sq.yds.	7	\$53.30	\$373.10	2.00
17	Driveway Cut and Patch - Concrete	sq.yds.	62	\$46.45	\$2,879.90	3.00
18	Driveway - Remove and Replace - Brick Pavers	sq.yds.	10	\$275.00	\$2,750.00	1.00

19	Driveway Cut and Patch - Textured Concrete	sq.yds.	37	\$110.00	\$4,070.00	3.00
20	Driveway Cut and Patch - Gravel	sq.yds.	5	\$127.30	\$636.50	1.00
26	Replace Non-Std Pipe Main at West End of Tarpon - Main is on private property and needs to be moved to the ROW - 6" Water Main Relocate	l.f.	60	\$22.30	\$1,338.00	3.00
27	Replace Non-Std Pipe Main at West End of Tarpon - Main is on private property and needs to be moved to the ROW - 3" Water Main Relocate	l.f.	5	\$23.45	\$117.25	
28	Relocate Existing Flush Hydrant at West End of Tarpon	each	1	\$411.00	\$411.00	
29	Testing	each	1	\$0.00	\$0.00	2.00
30	Upgrade 4" Main on Red Cedar to 6" for Fire Hydrant Installation	l.f.	140	\$17.50	\$2,450.00	5.00
31	Credit for Installing Fire Hydrant on Tee instead of doing Wet Tap	each	1	\$1,344.00	-\$1,344.00	
32	Testing	each	1	\$0.00	\$0.00	2.00
33	Connection to 4" Line for Upgrade 4" Main on Red Cedar to 6" for Fire Hydrant Installation	each	1	\$1,513.75	\$1,513.75	
34	Connection to 6" Line for Upgrade 4" Main on Red Cedar to 6" for Fire Hydrant Installation	each	1	\$1,681.20	\$1,681.20	
35	Irrigation Water Service Renewals - Long - Developed Parcels	each	3	\$471.20	\$1,413.60	1.00
36	Irrigation Water Service Renewals - Short - Developed Parcels	each	4	\$321.45	\$1,285.80	1.00

*6/17/19*  
*5/16/19*

37	Relocate Existing Water Meters to Property Line	each	27	\$348.90	\$9,420.30	5.00
38	Upgrade 2" Wheel Handle Valves to ECUA Stds	each	2	\$1,346.15	\$2,692.30	2.00
39	Testing	each	1	\$0.00	\$0.00	2.00
40	Dewatering for Valves	each	2	\$133.65	\$267.30	
41	Restore ROW at Valves / Seed and Mulch	each	2	\$141.90	\$283.80	
42	Install 6" Casing Under Driveway located at 16410 North Shore Court	l.f.	24	\$82.35	\$1,976.40	
				<b>TOTALS:</b>	<b>\$104,183.45</b>	<b>82.00</b>

(1) Must match contract item number and unit price when applicable.  
(2) Attach additional documentation if space is insufficient for proper justification

16.4 Weeks

**Signatures:**

Contractor:  Date: 5/17/17 Notice to Proceed date: \_\_\_\_\_  
EOR:  Date: 5/17/17 Original contract Total: \$445,859.52  
ECUA Inspector: \_\_\_\_\_ Date: \_\_\_\_\_ Total +/- of all previous C.O.'s: \$0.00  
ECUA PM: \_\_\_\_\_ Date: \_\_\_\_\_ Total +/- of this C.O.: \$104,183.45  
ECUA Exec Dir: \_\_\_\_\_ Date: \_\_\_\_\_ Revised contract Total: \$550,042.97

**Contract \$**

N/A  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_

**Contract Dates/Days**

1/2/2017  
210  
0  
115  
325  
11/23/2017  
10/24/2017

Revised final completion date : \_\_\_\_\_  
Revised substantial completion date: \_\_\_\_\_  
form date Sep. 1, 2016

**Innerarity Island Water System  
ECUA Project No. CW 612  
KH&A Project No 2016-29  
Bid No CC 2017-02**

**RE: On-Site Meeting for Q&A with regard to Change Order #1  
Wednesday; 5.03.2017 at 2:00 pm**

Attending: Daniel Corliss w/ECUA, Tommy Taylor w/ECUA, Eric Ball w/ECUA, Ed Bowels w/KH&A, Denny Harris w/Southern Utility and Jo Moore w/Southern Utility

**Summary of Discussion for Change Order #1**

- 1) All roadway cut & patch will be field verified by Eric Ball w/ECUA for final billing.
- 2) It was agreed that the line item for the connection to the 4" line for the upgrade on Red Cedar from 4" to 6" is acceptable.
- 3) It was agreed that the line item for the connection to the 6" line for the upgrade on Red Cedar from 4" to 6" is acceptable.
- 4) All driveway cut & patch (asphalt, concrete, brick pavers, textured concrete and gravel) will be field verified by Eric Ball w/ECUA for final billing. Note that some driveways will be directional drilled and payment will be covered by the contract unit price for cut & patch with predetermined width x length field verified by Eric Ball w/ECUA.
- 5) All existing irrigation water services are to be renewed.
- 6) All Existing Water Meters located far away from the property line will be re-located to the property line and will be field verified by Eric Ball w/ECUA for final billing.

*Eric Ball*  
5/18/2017

RFI

Seascope Circle  
Broken

Seascope Court

Existing values have wheel handles - ① Do we need to replace w/ ECUA values?

② What do you want us to do if we find more?

RFI

4/5/17

Rain gavage installed  
at corner of Seascope St.  
and Seascope Cove.

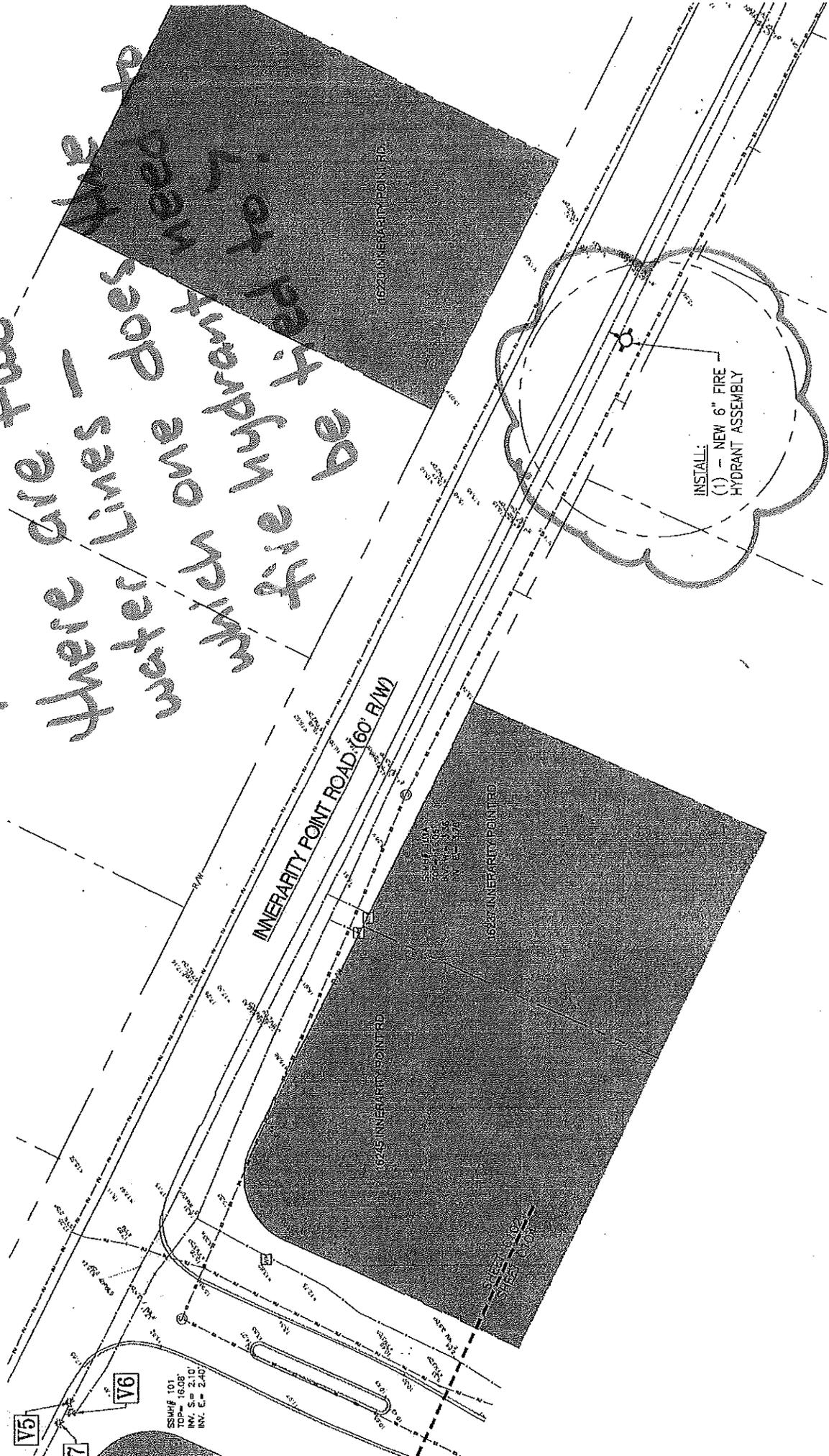
Plz confirm this is  
acceptable —

RFI

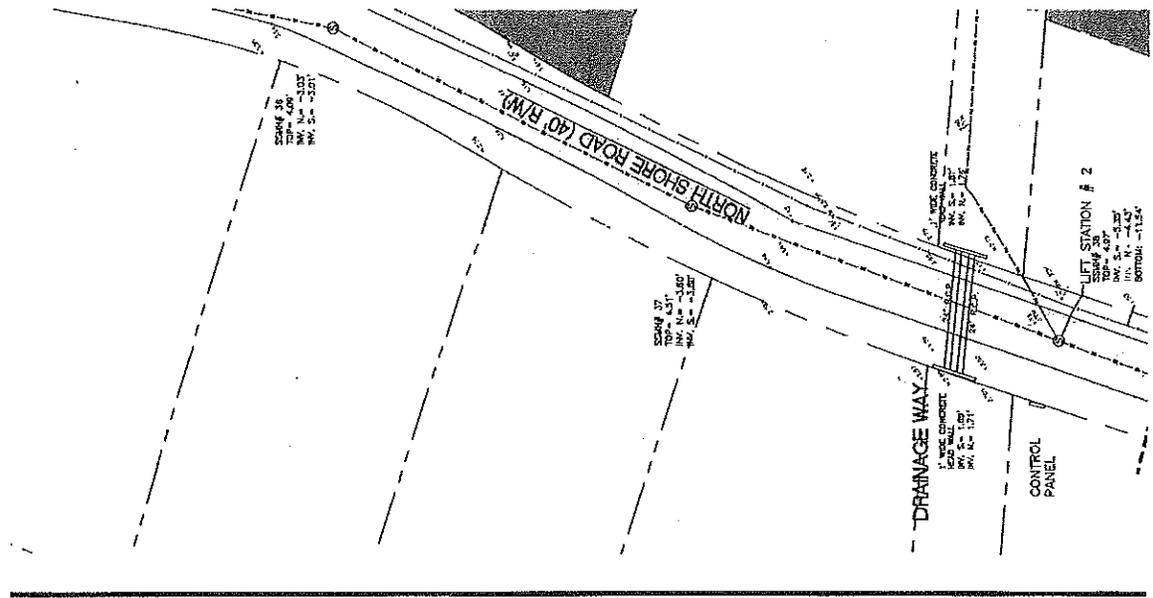
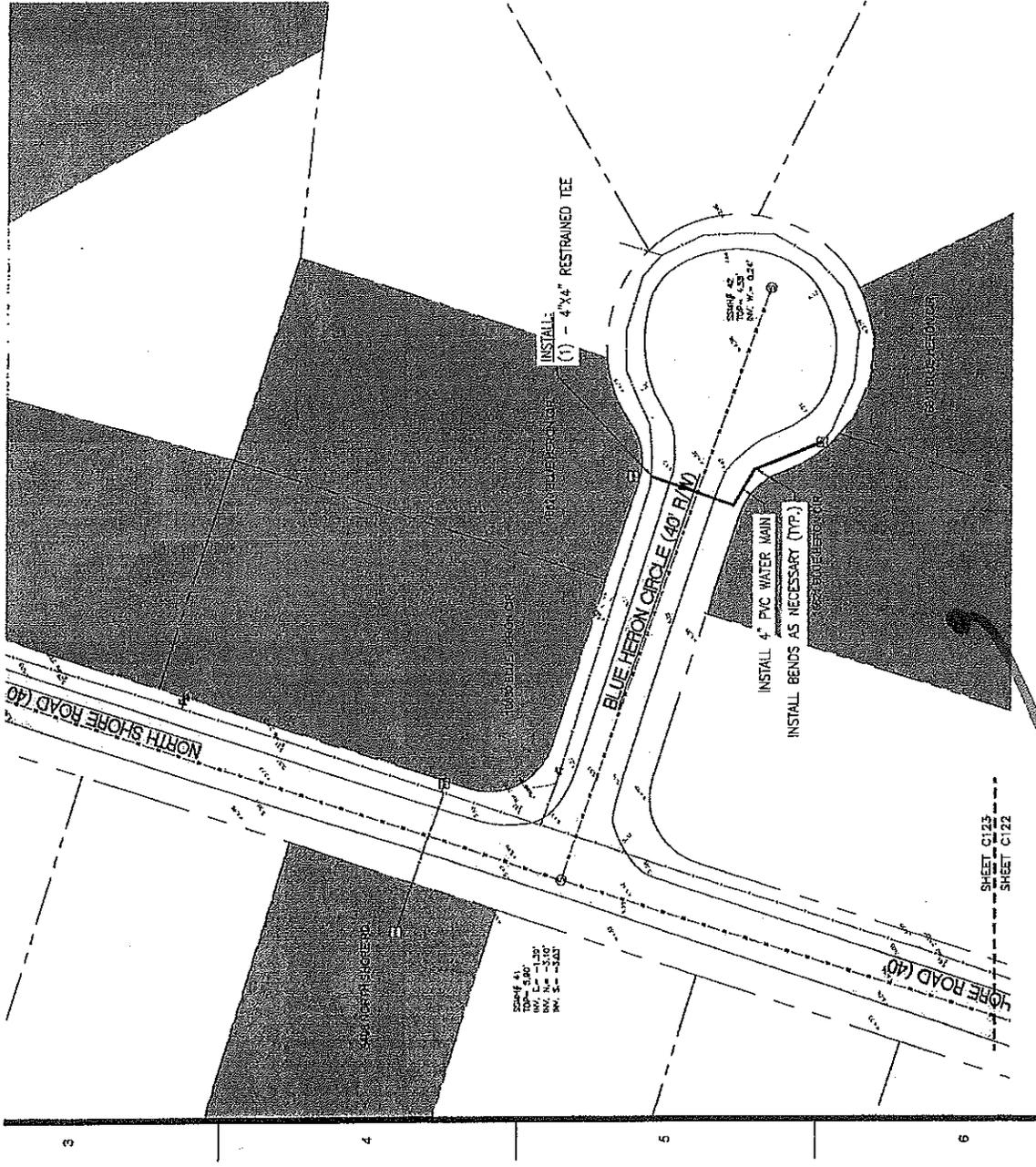
two (2) existing

there are two (2) existing  
water lines -

one of which is a fire hydrant  
line. The other is a water  
line. The hydrant line is  
to be replaced with a  
new hydrant line.

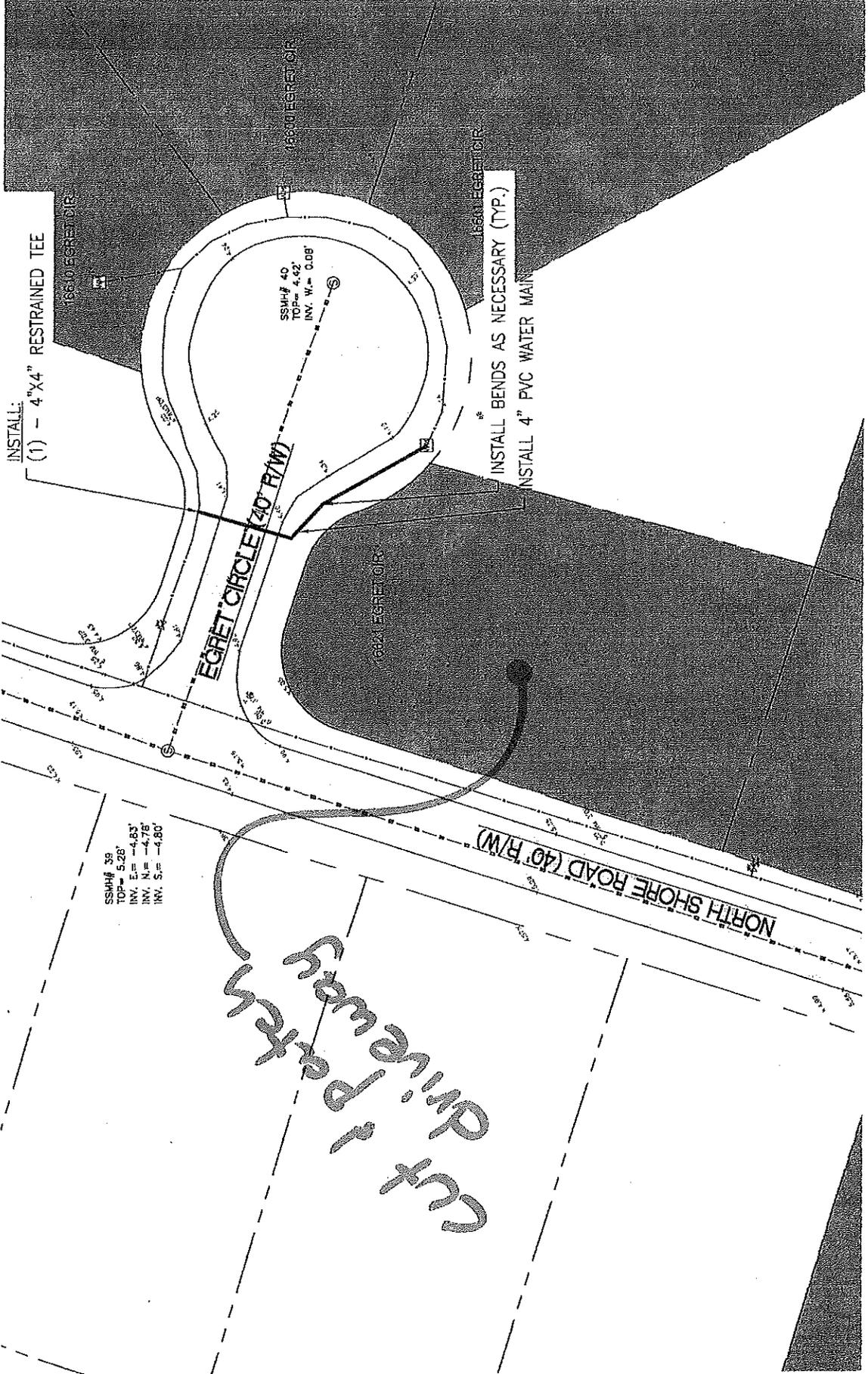


2013 JUNE



*cut & patch driveway*

*Sht C123*



INSTALL:  
(1) - 4"X4" RESTRAINED TEE

INSTALL BENDS AS NECESSARY (TYP.)  
INSTALL 4" PVC WATER MAIN

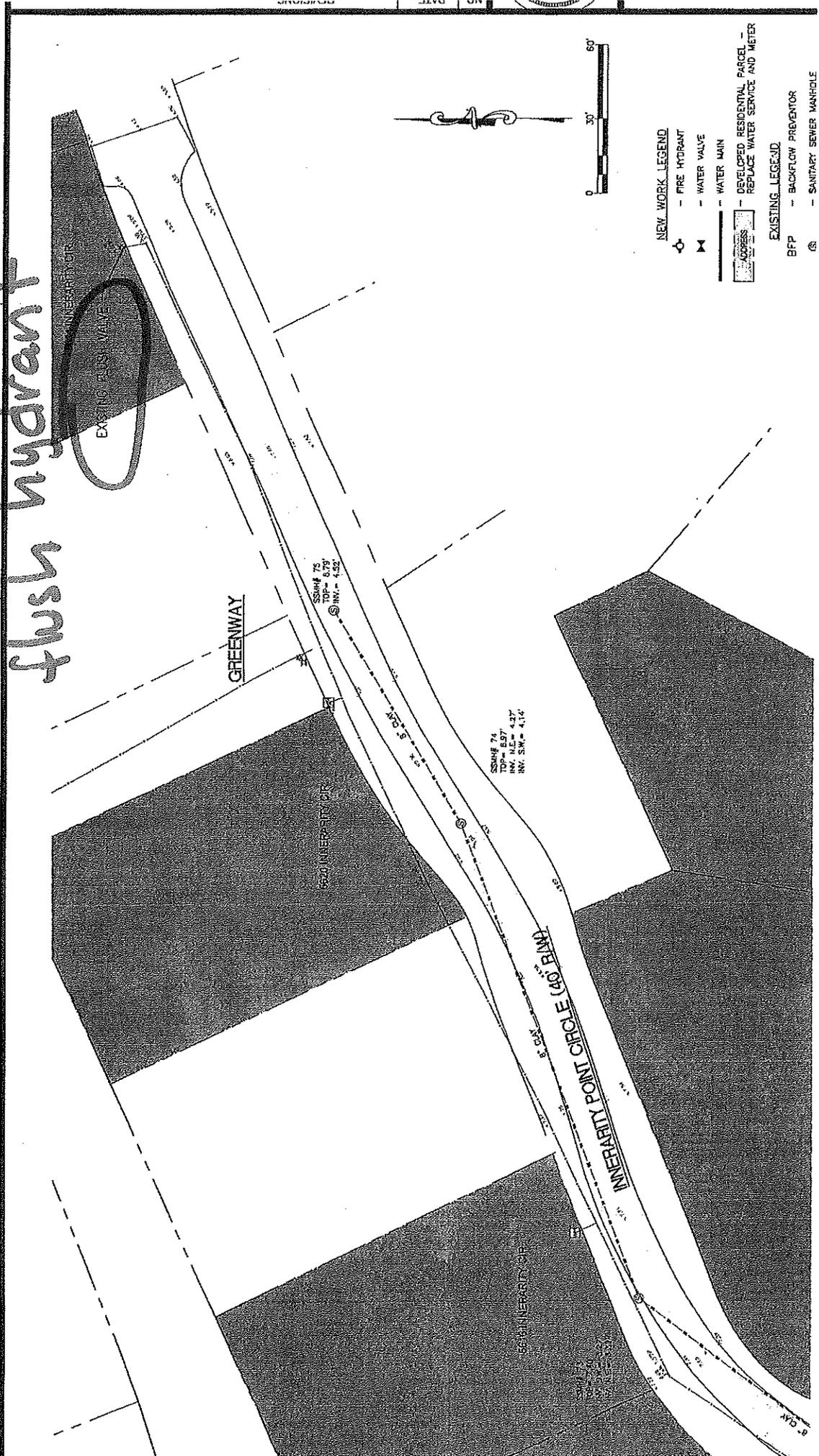
SSMH# 39  
TOP = 5.28'  
INV. E = -4.83'  
INV. N = -4.78'  
INV. S = -4.80'

*Cut & patch driveway*

*Sht C123*

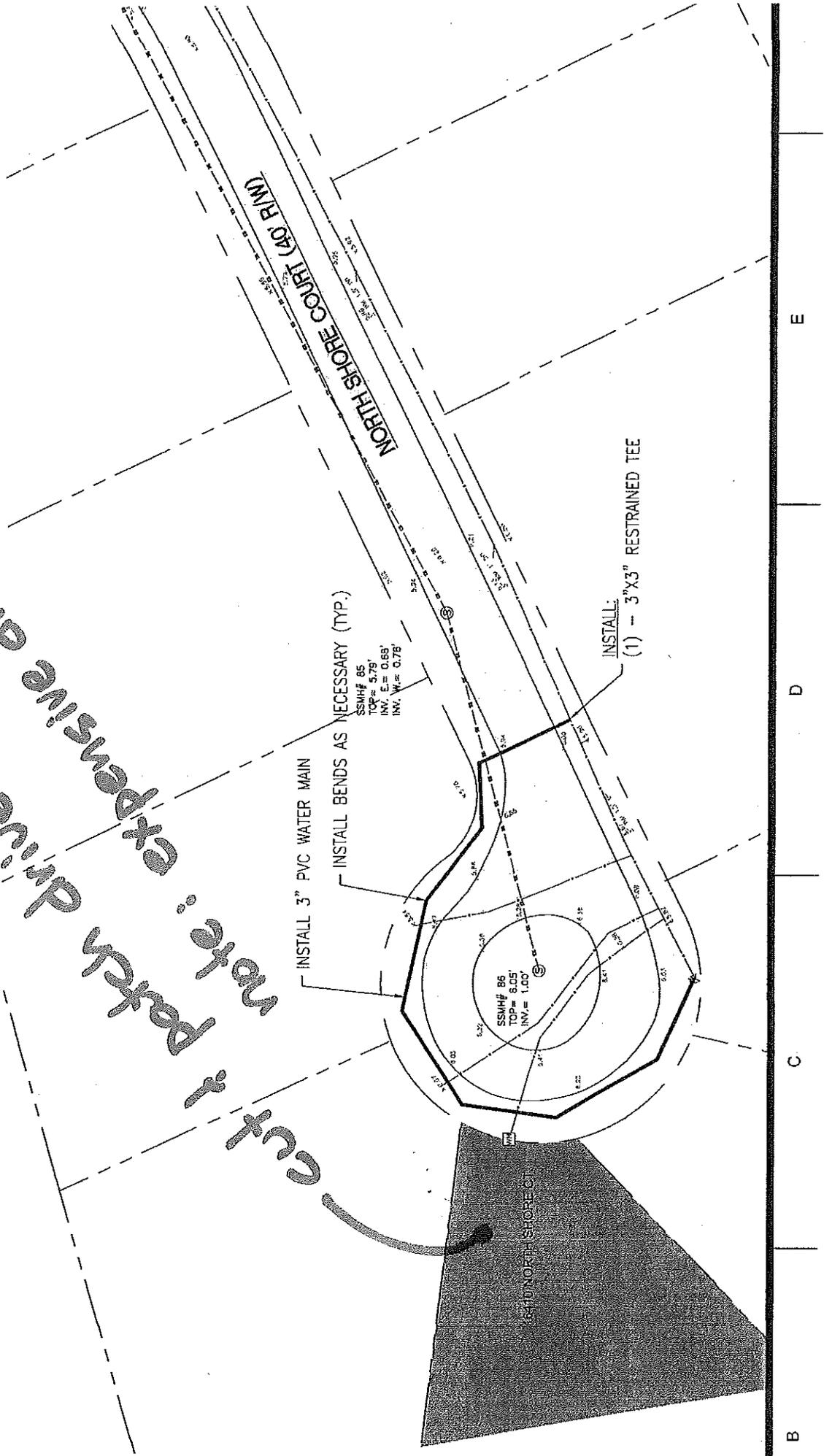
PFI

note No existing  
flush hydrant



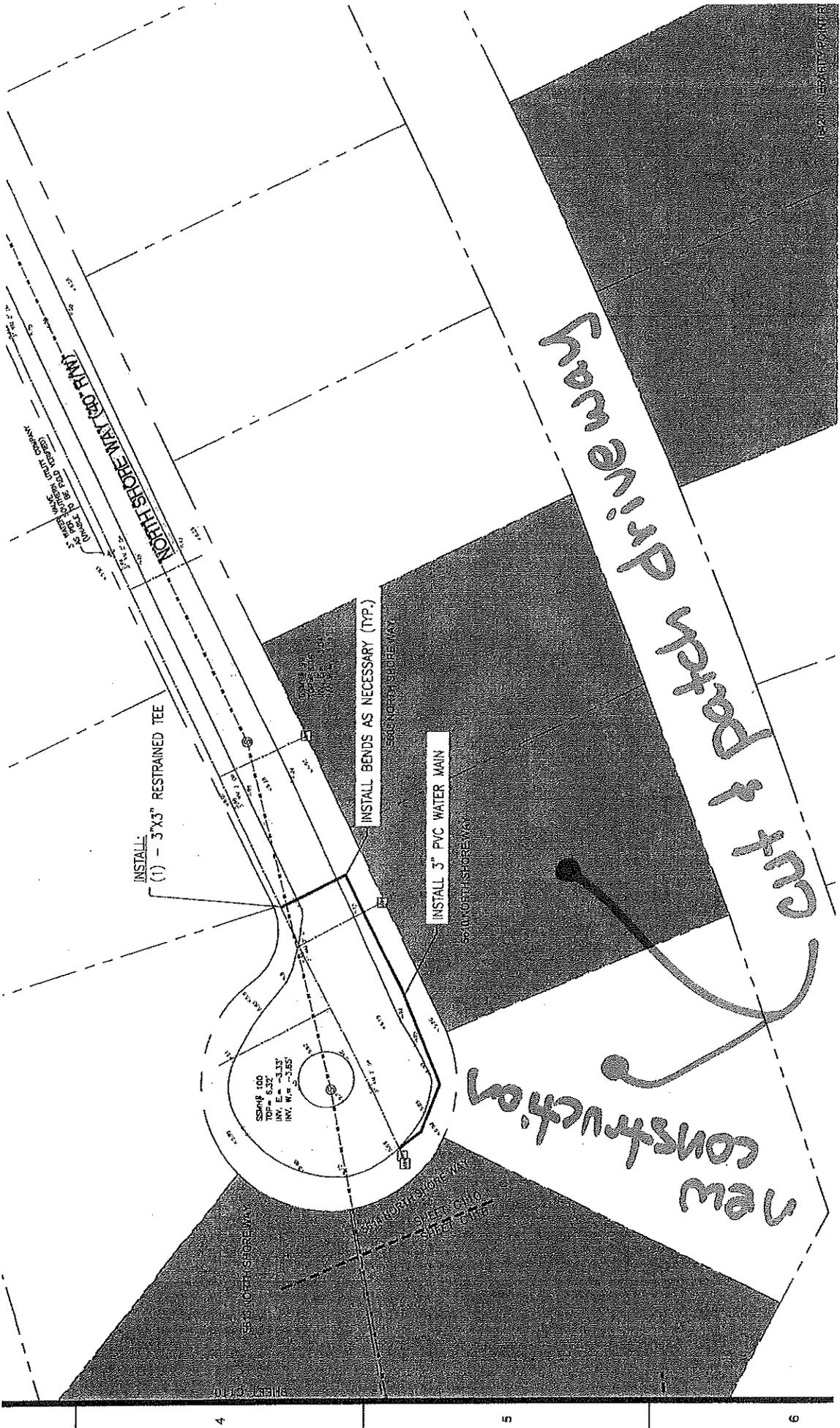
Sht C119

*Cut & Patch Driveaway  
note: expensive driveway  
Lynx*



sh 112

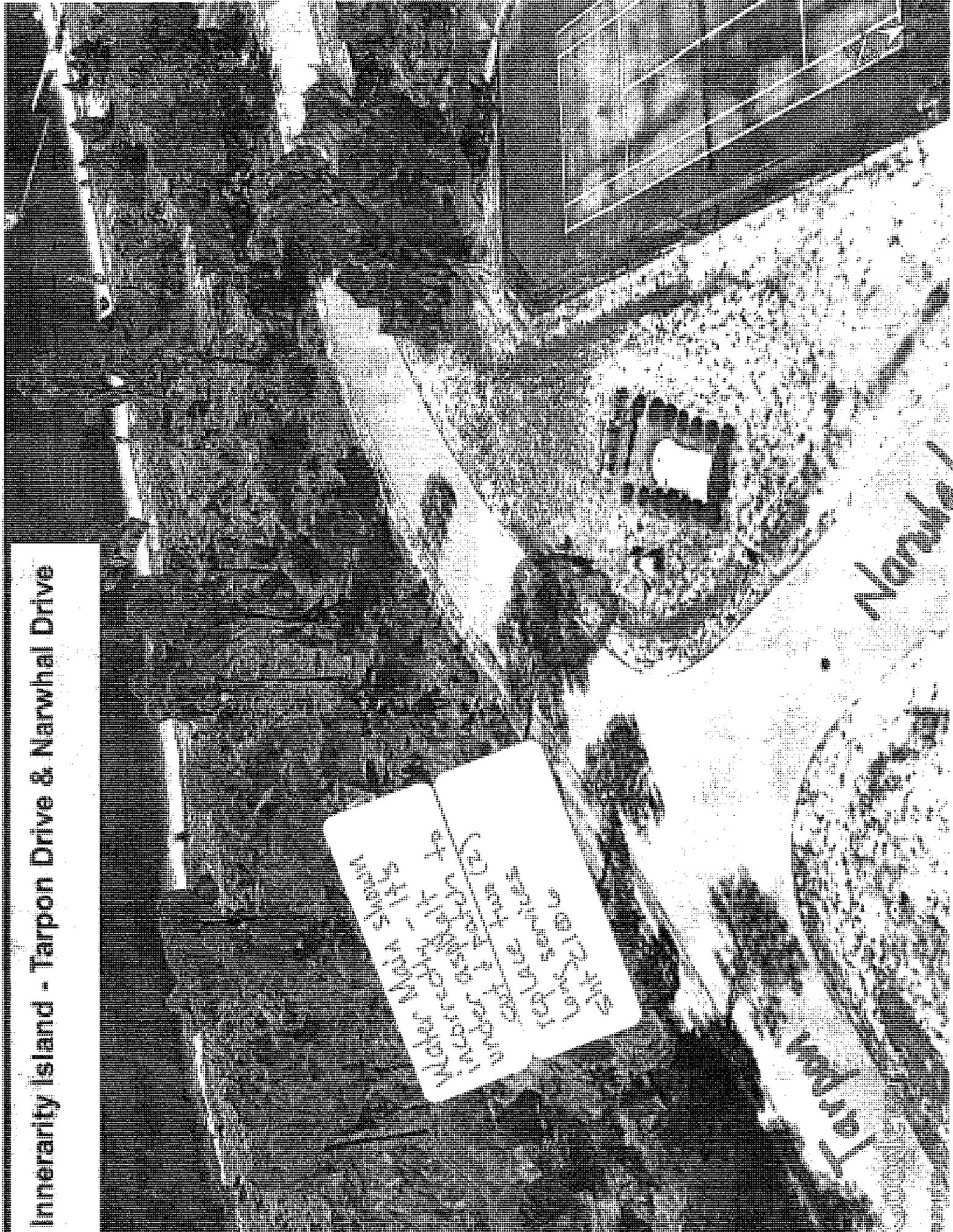




Sht C110



**Innerarity Island - Tarpon Drive & Narwhal Drive**



Narwhal Slips  
Narwhal - 1/2  
Narwhal Slips  
Narwhal Slips  
Narwhal Slips  
Narwhal Slips  
Narwhal Slips

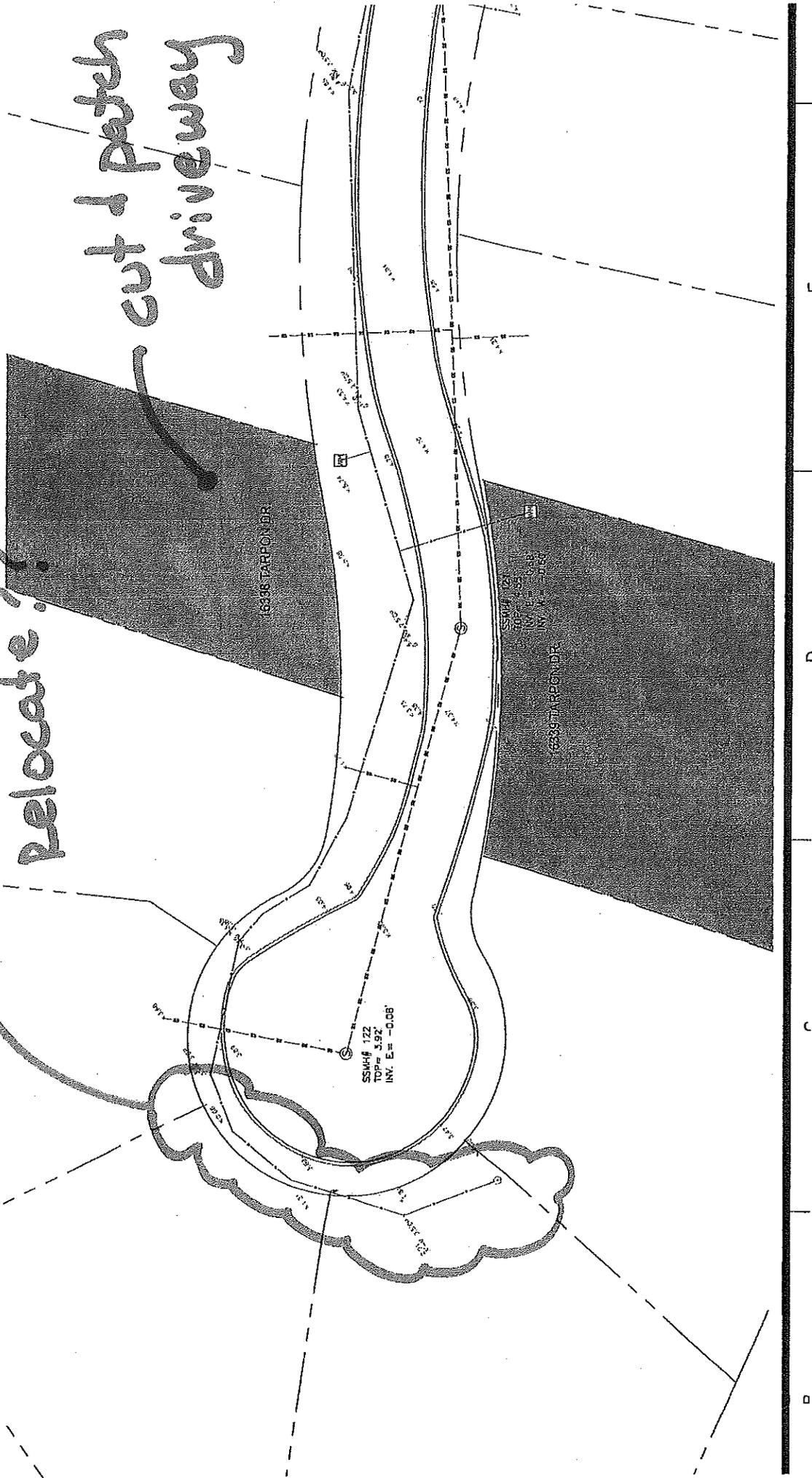


RFI

main is on private property

Relocate?

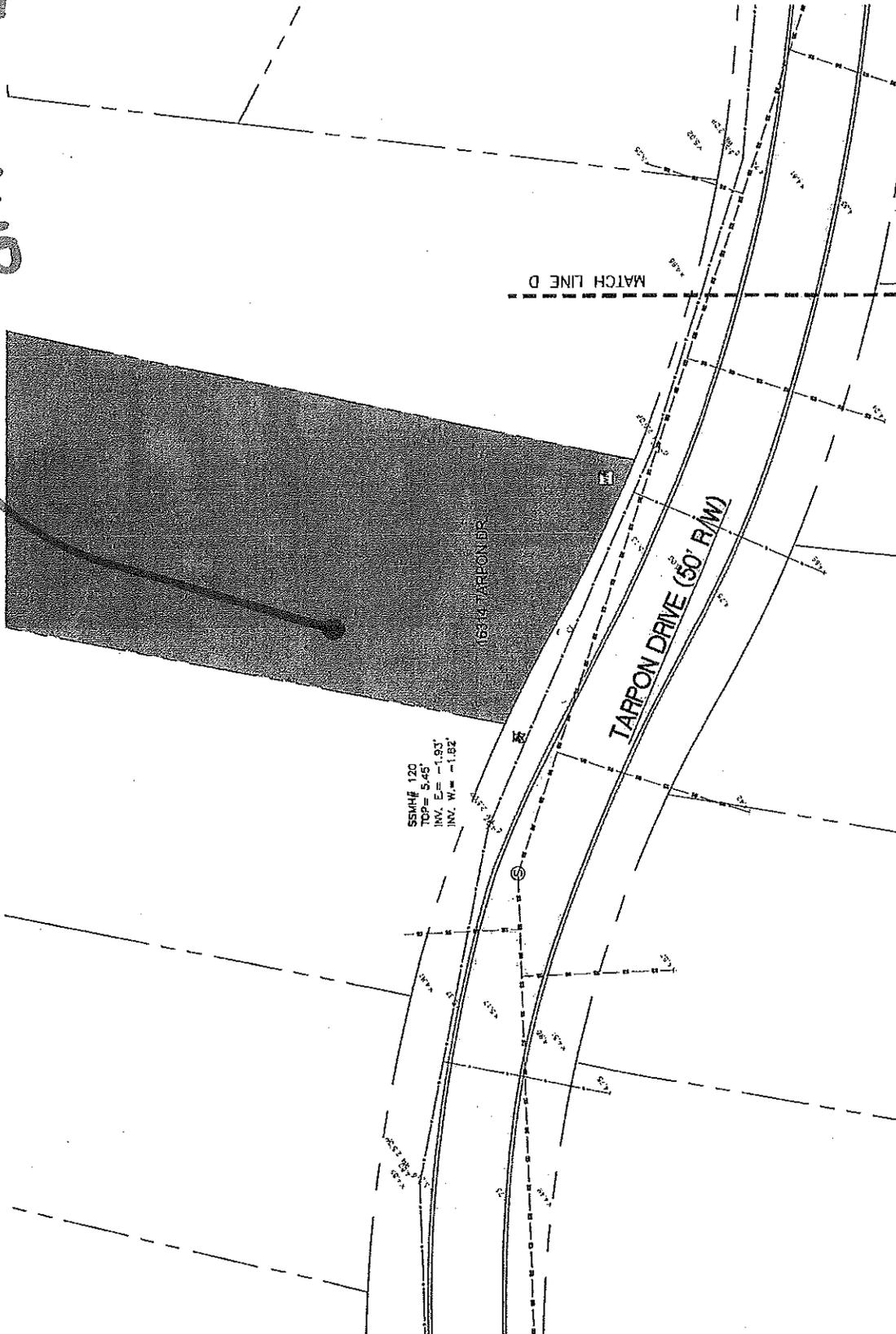
cut & patch  
driveway



sht C107

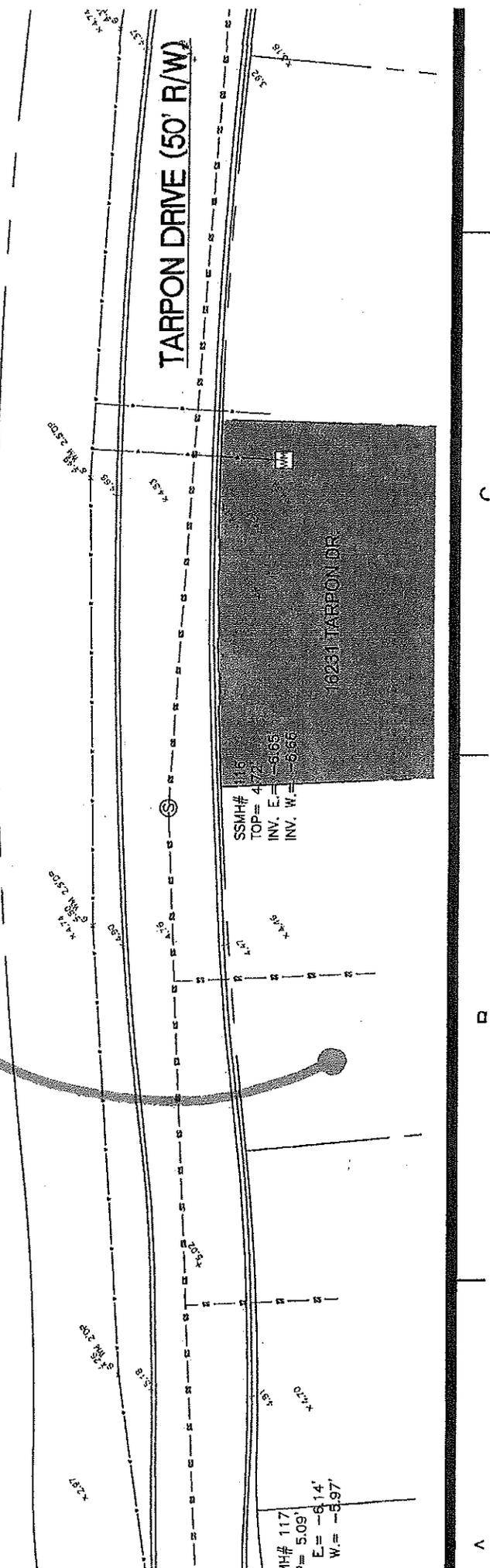
	INNERARITY ISLAND WATER SYSTEM UPGRADES	ESCAMBIA COUNTY FLORIDA	7201
	PLAN SHEET	BY: DATE: RELEASED FOR CONSTRUCTION	PROJECT NO: 2016-29 C107
DRAWN BY: PC DESIGNED BY: EB CHECKED BY: KH DATE: 11/14/2016 SCALE: 1" = 30'		SHEET: 12 OF 30	

*Cut & Patch Driveway*



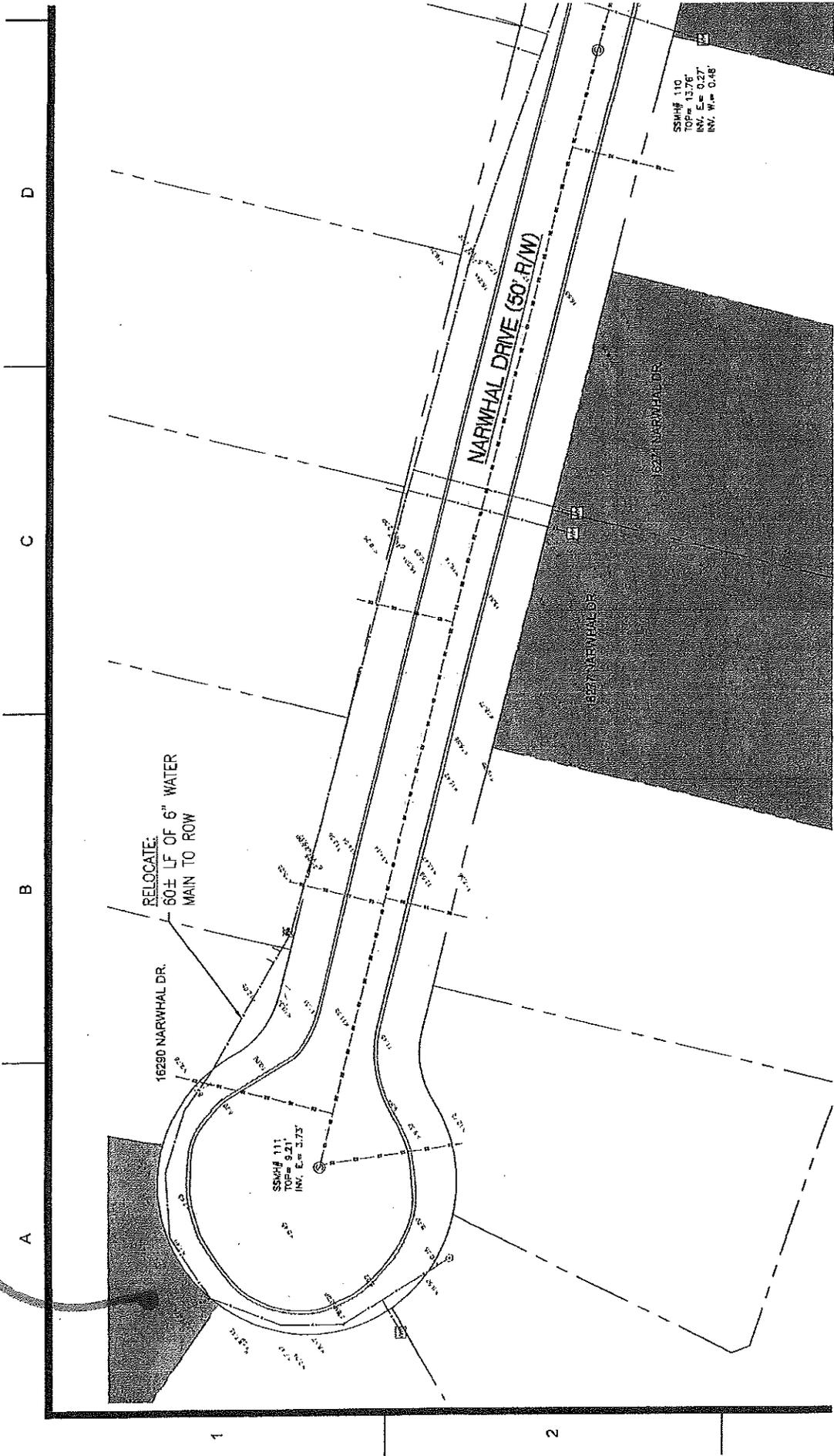
ELEVATION  
CONCRETE CURB  
UTILITY POLE

*new service*  
*Per Eric w/ECLA*



*sht C100*

cut & patch driveway



sht C100



*Cut & Patch  
Driveway  
See Pic*

SSMHF 118  
TOP = 4.81'  
INV. E = -5.21'  
INV. W = -5.13'

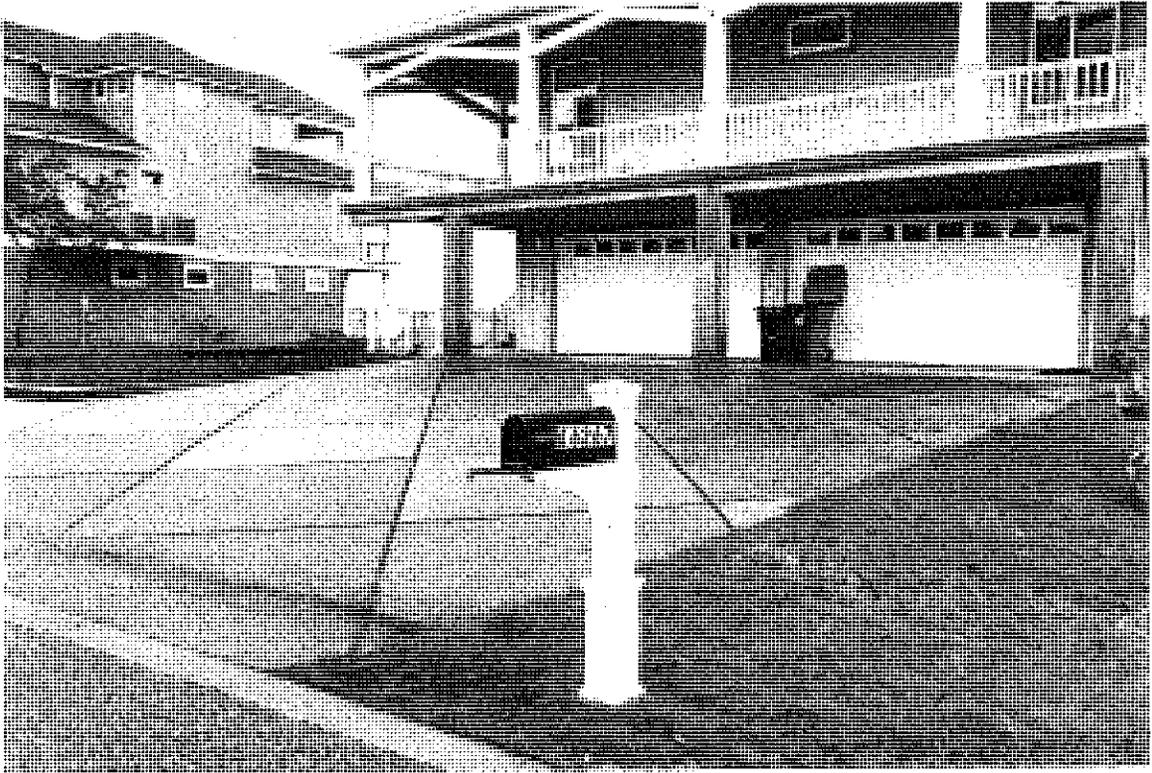
TARPON DRIVE (50' R/W)

1620 TARPON DR

X TARPON DR

16207

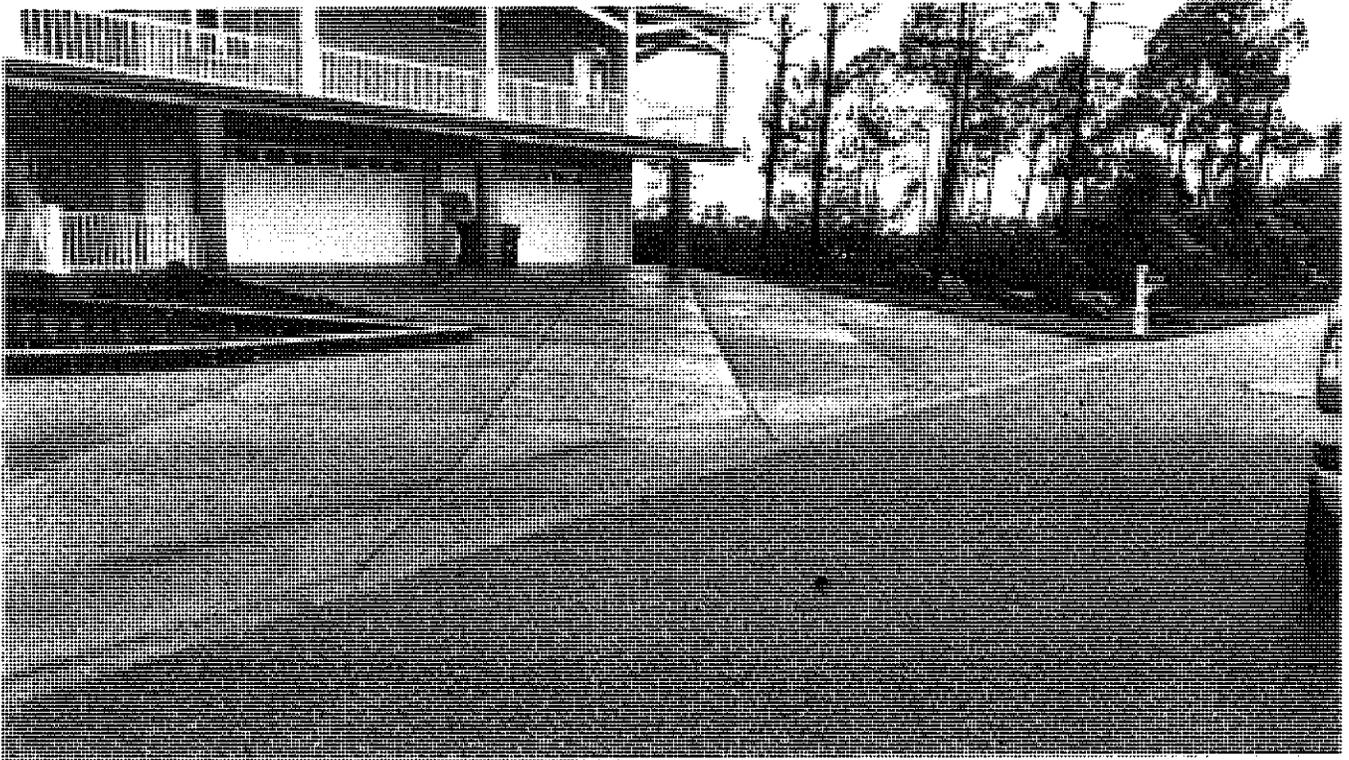
16207



16267 Tarpon



16267 Tarpon



16267 Tarpon

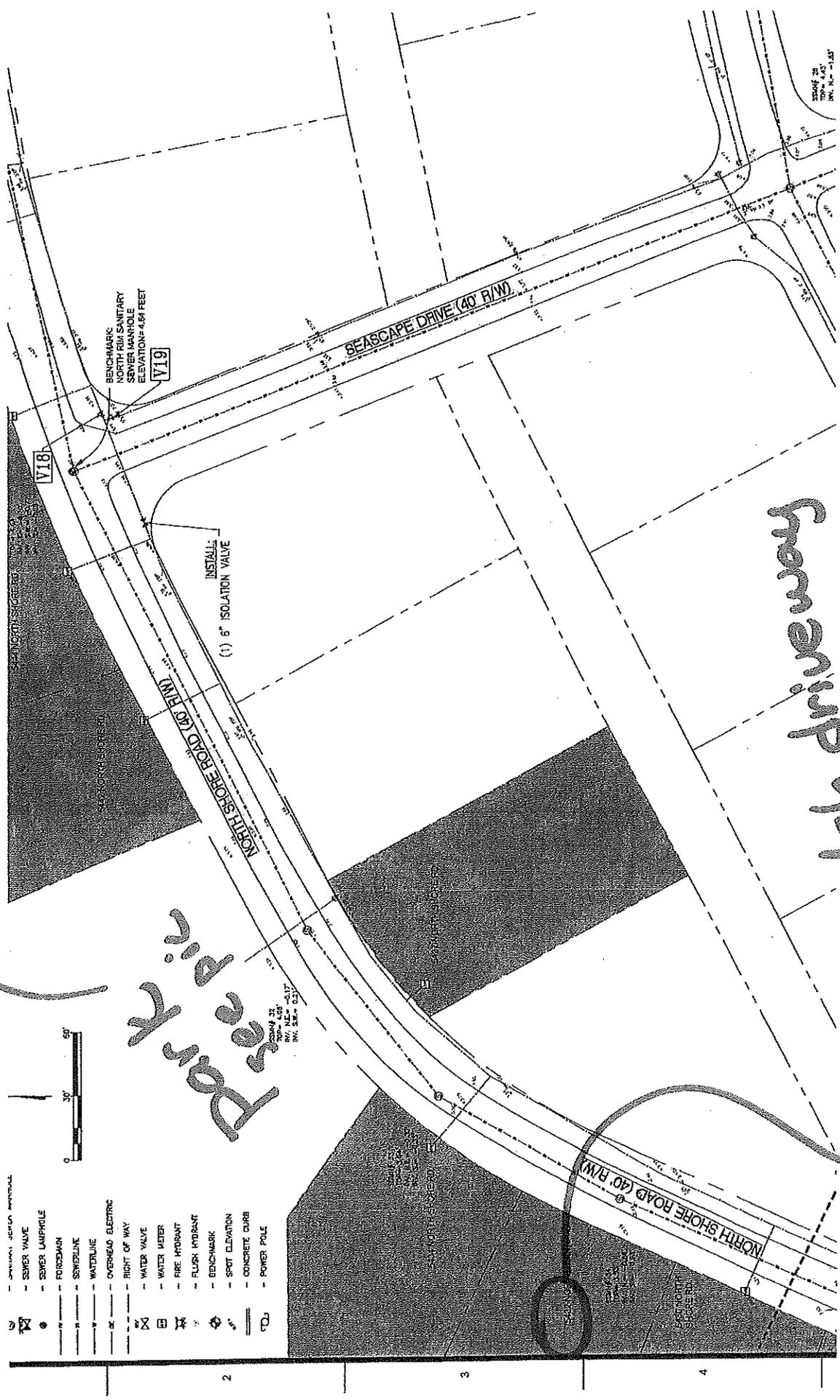
RFI

service ?

Park pic  
see pic

cut & patch driveway  
meter in middle  
see pic

sht C114





5432 North Shore Rd

1/2

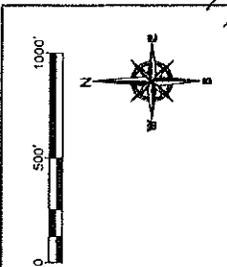


5432 North Shore Rd

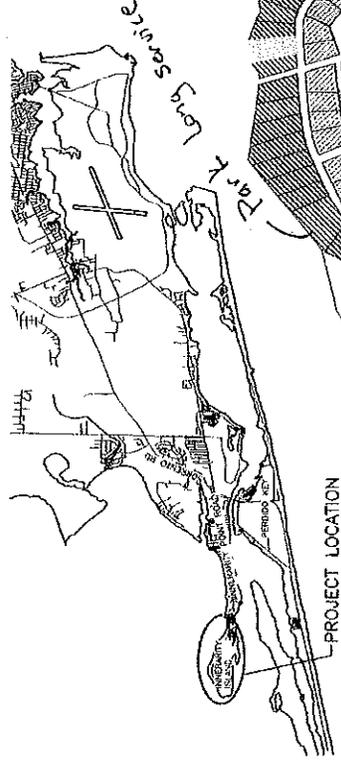
2/2



park on North Shore Rd



NO WATER SERVICE (66) 50+1 = 53  
 LONG WATER SERVICE (49) 2+9 = 19  
 SHORT WATER SERVICE (269) 255 = 14  
 DEVELOPED RESIDENTIAL  
 UNDEVELOPED RESIDENTIAL  
 COMMON AREA-DEVELOPED HOA Pool\*



PARCEL COUNT: 393  
 UNDEVELOPED RESIDENTIAL: 412 209  
 DEVELOPED RESIDENTIAL: 400  
 COMMON AREA-DEVELOPED: 1 HOA Pool\*  
 TOTAL: 804  
 1 Park w/Long Water Service  
 604

**WATER SERVICES**

PROJECT NAME: II UTILITY TRANSFER	
NO.	REVISIONS
1	
2	
3	
4	
5	
APPROVED BY	DATE
DEVELOPED PARCELS	
PROJECT NO.:	2016-29
BY: DIC	DATE: APR 2017
SHEET 1	OF 1



**Kenneth Horne & Associates, Inc.**  
 CIVIL ENGINEERS

PO BOX 10669 PENSACOLA, FLORIDA 32524  
 7201 NORTH 9th, SUITE 6, PENSACOLA, FLORIDA 32504  
 (850) 471-9005 INFO@KH-A.COM FAX (850) 471-0093



## Russell Bayou

undeveloped	short	49
undeveloped	long	40
developed	short	16
developed	long	14
pond lot - <u>No</u> Service		1
OHA Pool lot		1
		<hr/>
		121

## Main Island

undeveloped	short	145
undeveloped	long	100
developed	short	85
developed	long	94
park lot - long		1
undeveloped - <u>No</u> Service		58
		<hr/>
		483

Total Lots = 604

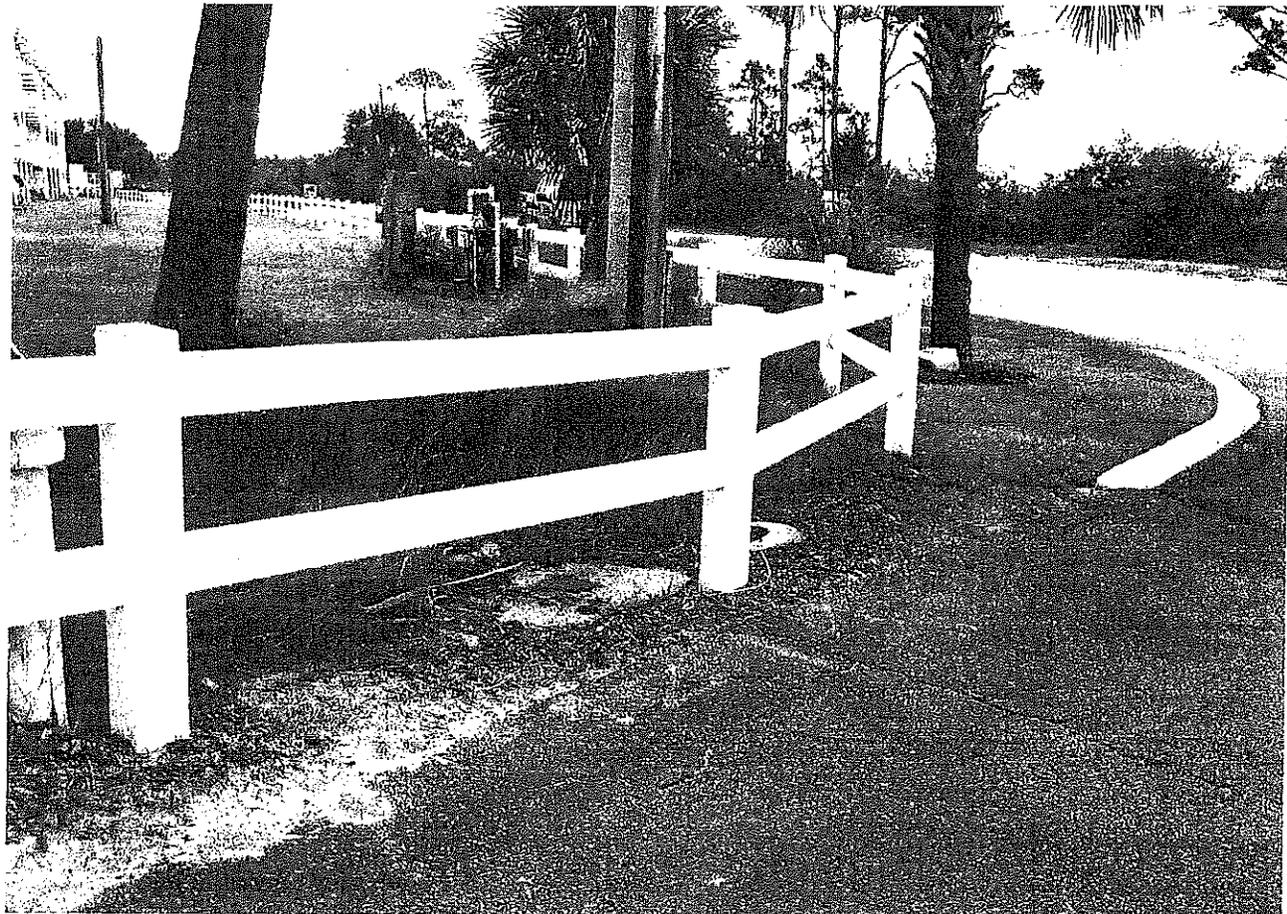
**Service Address List**

Wednesday, April 26, 2017

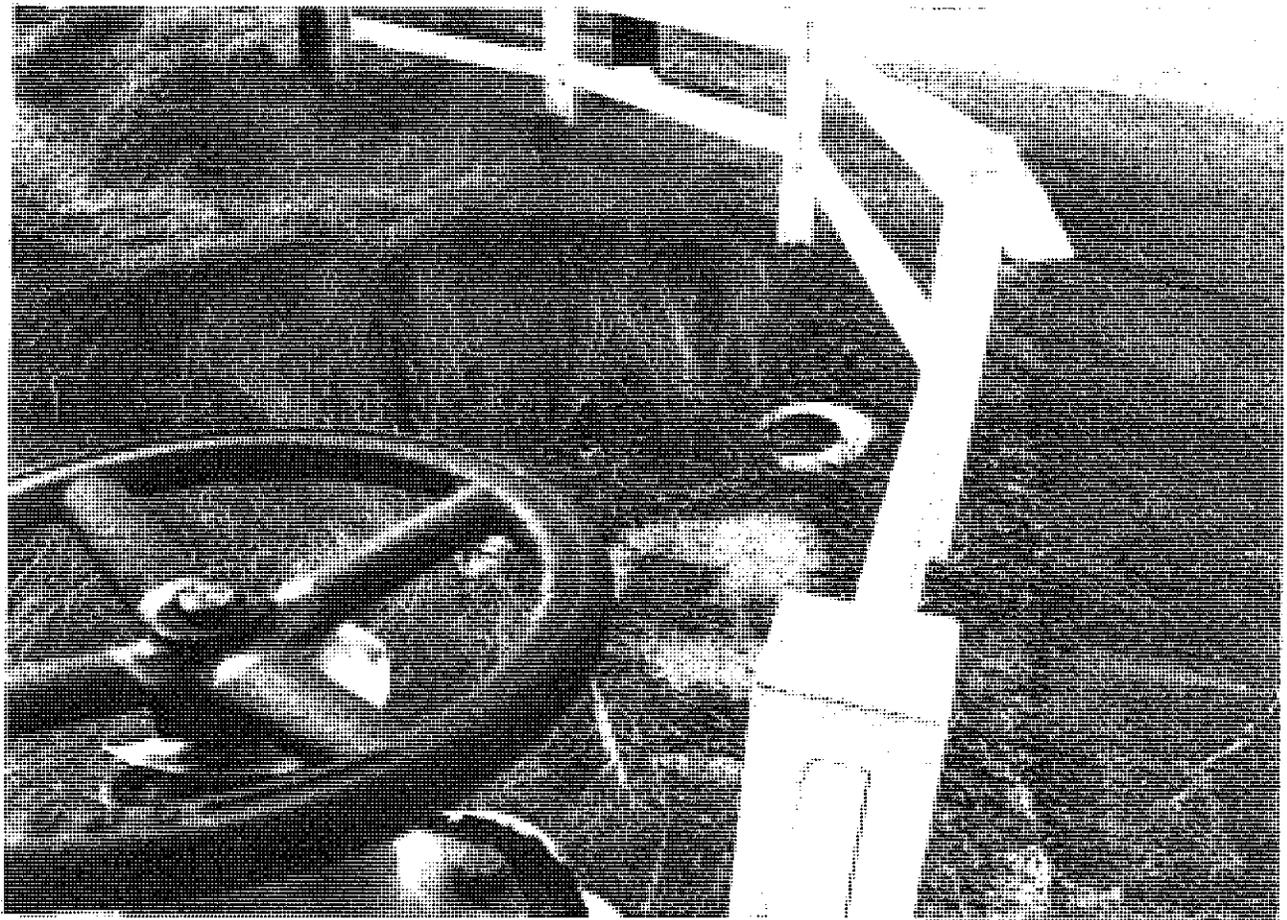
16461 INNERARITY POINT ROAD	SHORT	PENSACOLA	32507	6	IL
16521 INNERARITY POINT ROAD	SHORT	PENSACOLA	32507	6	IL
16334 NORTH SHORE DRIVE	SHORT	PENSACOLA	32507	6	IL
5570 NORTH SHORE WAY	LONG	PENSACOLA	32507	6	IL
5711 RED CEDAR STREET	SHORT	PENSACOLA	32507	6	IL
16600 SEASCAPE STREET	LONG	PENSACOLA	32507	6	IL
TOWNHOMES METER & GATE (1	LONG	PENSACOLA	32507	6	IL

Number of Services 7

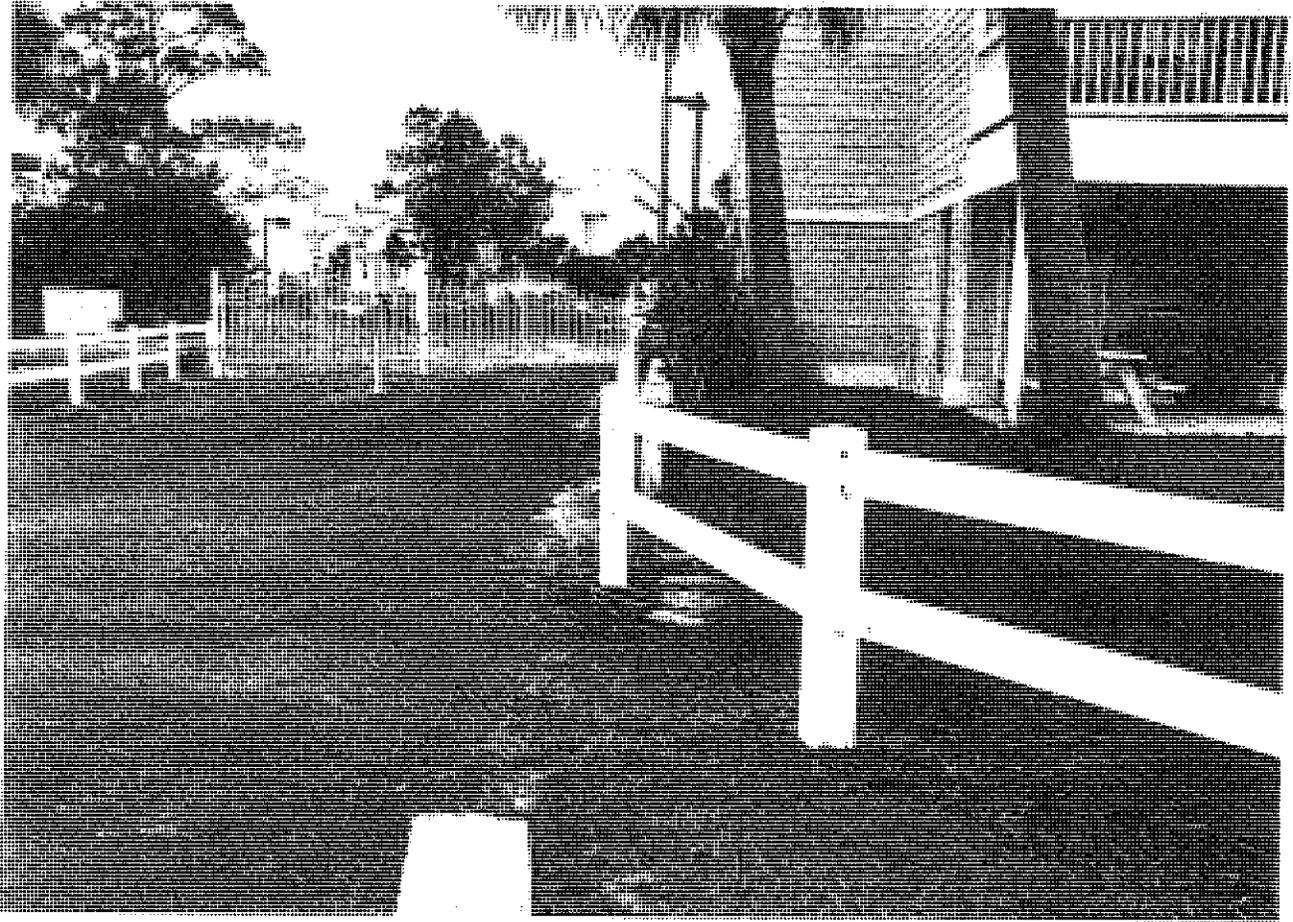
Innerarity Island - Irrigation Services



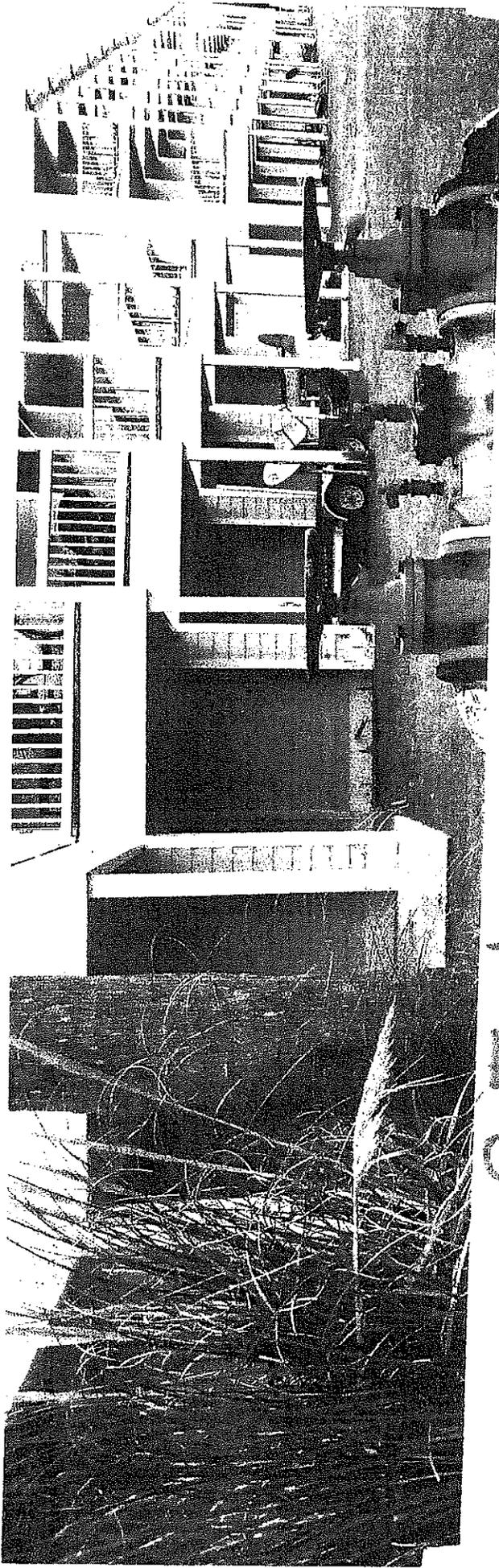
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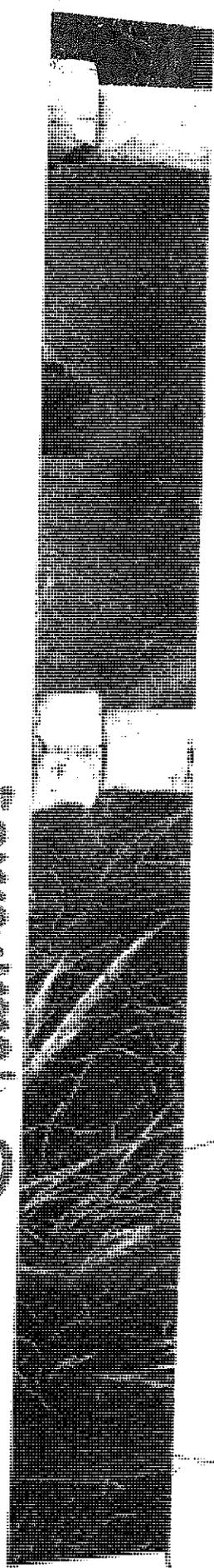
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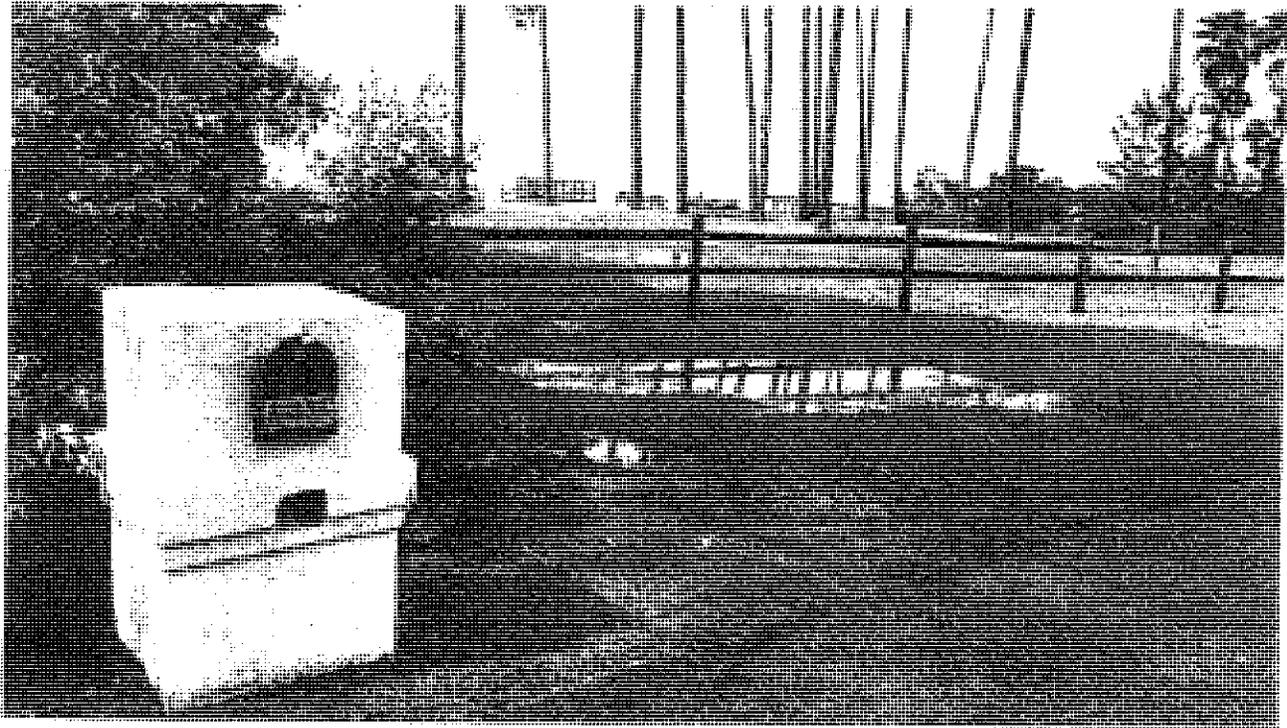


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© Tomblomes



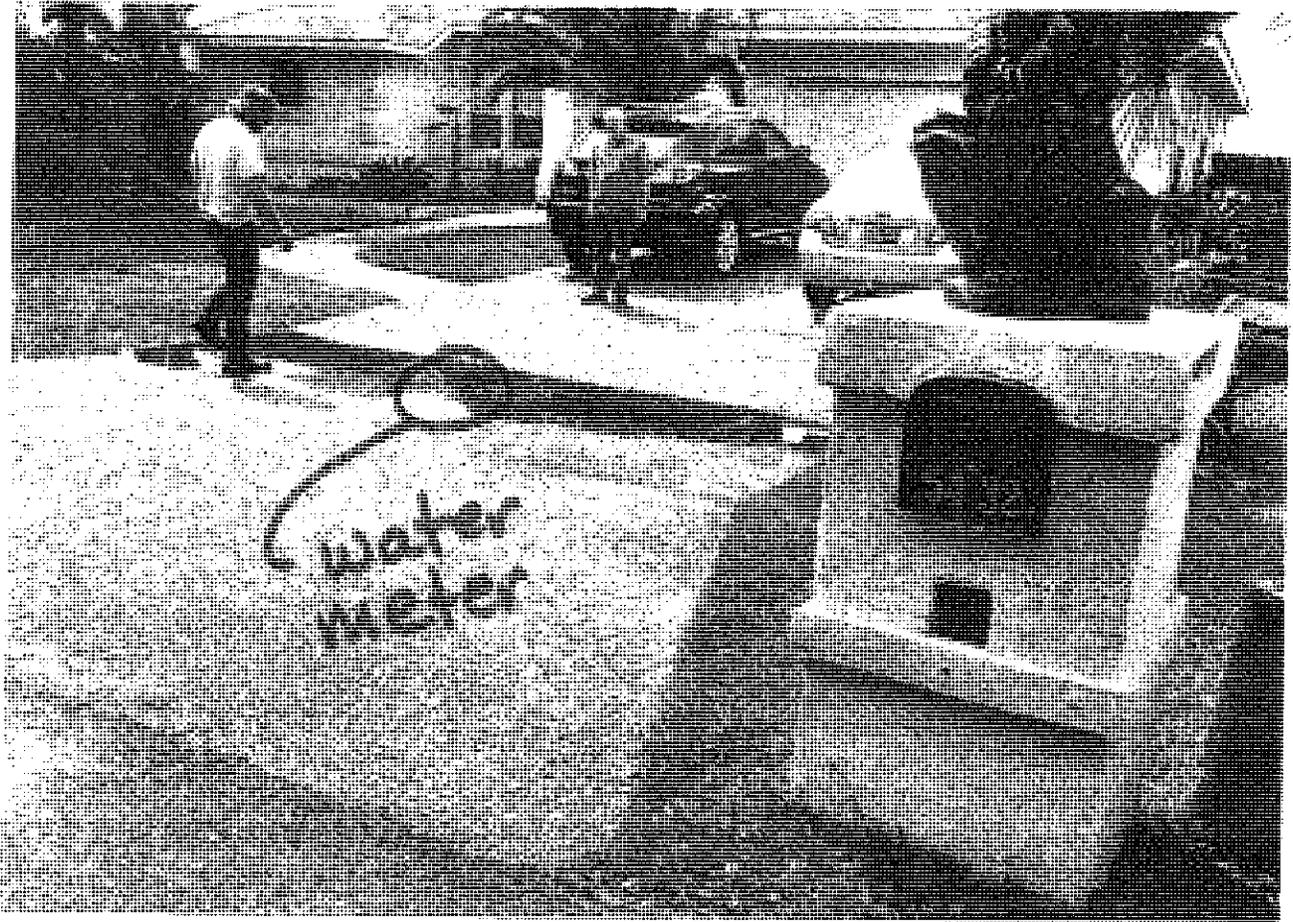


park on North Shore Rd



E432 North Shore Rd

3/72



5432 North Shore Rd

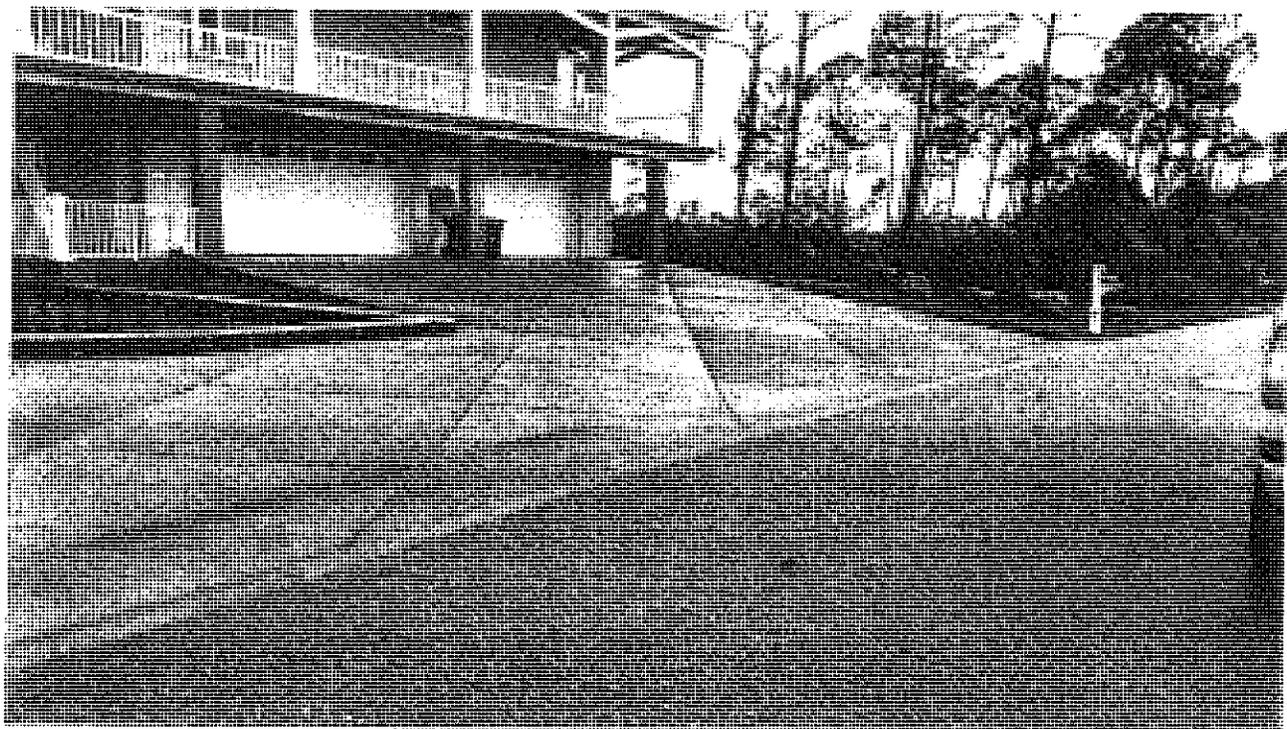
1/2

Innerarity Island - Tarpon Drive & Narwhal Drive

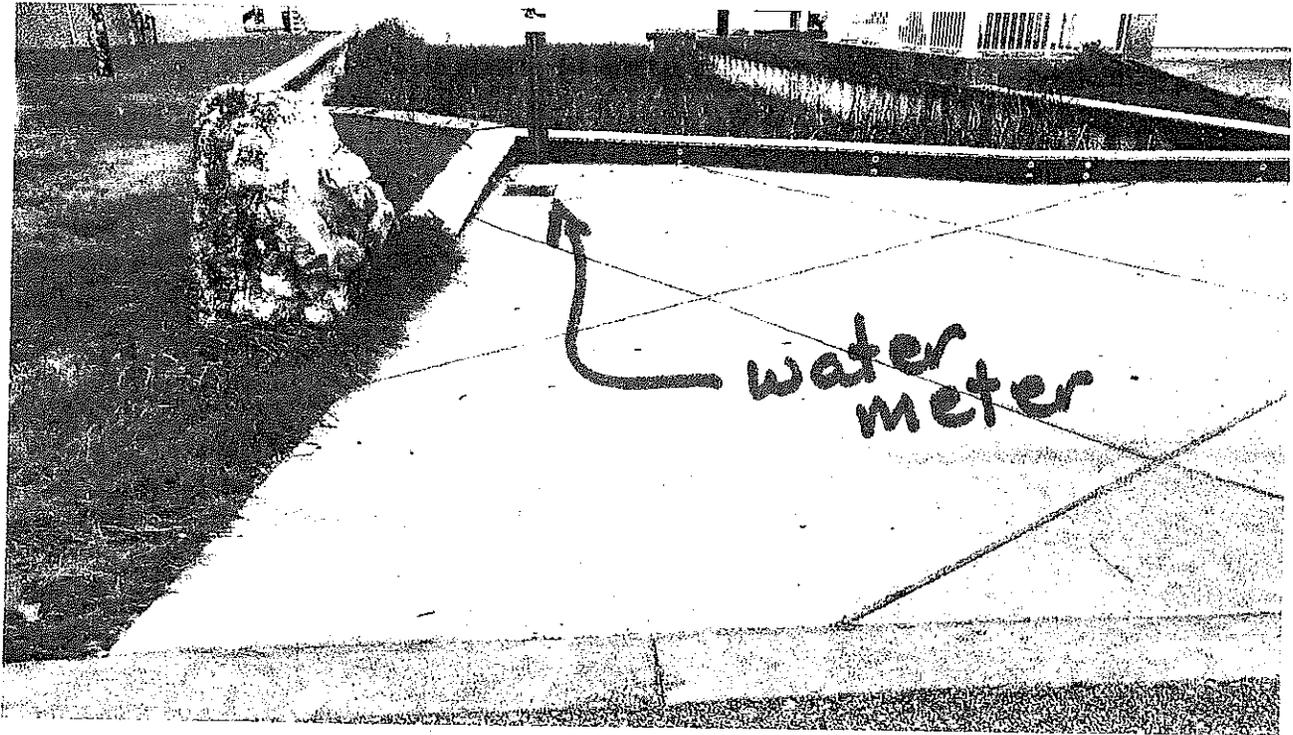
Innerarity Island  
Tarpon Drive & Narwhal Drive  
10/15/15  
10/15/15  
10/15/15

Tarpon

Narwhal



16267 Tarpon



16267 Tarpen

**DEP AGREEMENT NO. S0878  
ESCAMBIA COUNTY  
AMENDMENT NO. 2**

THIS AGREEMENT as entered into on the 8th day of March, 2016, and amended on the 22nd day of March, 2017, between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department") and ESCAMBIA COUNTY (hereinafter referred to as the "Grantee") is hereby amended.

WHEREAS, funding in the amount \$1,000,000 was provided under Line Item 1662A of the 2015-2016 General Appropriations Act for Escambia County Innerarity Water and Sewer Upgrade ("Project"); and

WHEREAS, \$500,000 in additional funding for this Project was provided under Line Item 1606A of the 2017-2018 General Appropriations Act; and

WHEREAS, the Grantee has requested a revision in the scope of work and a reallocation of the budget for the project; and,

WHEREAS, the Grantee has requested an extension of the Agreement because additional work has been added to the work plan due to an increase in funding; and,

WHEREAS, certain provisions of the Agreement need revision and a provision needs to be added to the Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Agreement is effective from July 1, 2015, to December 31, 2021.
2. Section 3. of the Agreement is hereby deleted in its entirety and replaced with the following:

**FUNDING/CONSIDERATION/INVOICING:**

- A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis up to a maximum of \$1,500,000. It is understood that any additional funds necessary for the completion of this project are the responsibility of the Grantee. The parties hereto understand and agree that this Agreement does not require a match on the part of the Grantee.
- B. Prior written approval from the Department's Grant Manager shall be required for changes to this Agreement.
  - i. A Change Order to this Agreement is required when task timelines within the current authorized Agreement period change, and/or when the cumulative transfer of funds between approved budget categories, as defined in Attachment A, are less than ten percent (10%) of the total budget as last approved by the Department. All Change Orders are subject to the mutual agreement of both parties as evidenced in writing.
  - ii. A formal Amendment to this Agreement is required for changes which cause any of the following: an increase or decrease in the Agreement funding amount, a change in the Grantee's match requirements, a change in the expiration date of the Agreement, and/or changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment A, exceeds or is expected to exceed ten percent (10%) of the total budget as last approved by the Department. All Amendments are subject to the mutual agreement of both parties as evidenced in writing.

- C. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon the completion, submittal and approval of each deliverable identified in **Attachment A-2**, in accordance with the schedule therein. Reimbursement shall be requested utilizing **Attachment B-1, Payment Request Summary Form**. To be eligible for reimbursement, costs must be following laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: [http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/). All invoices for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Department no later than sixty (60) calendar days following the completion date of the Agreement, to assure the availability of funds for payment. All work performed pursuant to **Attachment A-2** must be performed on or before the completion date of the Agreement, and the subsequent sixty-day period merely allows the Grantee to finalize invoices and backup documentation to support the final payment request.
- D. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. The Grantee shall comply with the minimum requirements set forth in **Attachment C, Contract Payment Requirements**. The Payment Request Summary Form shall be accompanied by supporting documentation and other requirements as follows for each deliverable: Reimbursement shall be limited to the following budget categories:
- i. **Contractual (Subcontractors)** – Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the project. All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. Subcontracts, which involve equipment purchases as part of an installation/retrofit or that include infrastructure and/or infrastructure improvements, as defined in Florida Chief Financial Officer (CFO) Memorandum No. 5 (2011-2012), must be capitalized in accordance with Chapter 69I-72, Florida Administrative Code (F.A.C.). The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

For fixed-price (vendor) subcontracts, the following provisions shall apply:

- a. The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in **Attachment A-2**. Invoices submitted to the Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (i.e., Invitation to Bid or Request for Proposals) resulting in the fixed-price subcontract.
- b. The Grantee may request approval from the Department to award a fixed-price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon

receipt of the Department Grant Manager's approval of the fixed-price amount, the Grantee may proceed in finalizing the fixed-price subcontract.

- c. All subcontracts are subject to the provisions of paragraph 12 and any other appropriate provisions of this Agreement which affect subcontracting activities.
  - ii. Equipment – (Capital outlay costing \$1,000 or more) – Reimbursement for the Grantee's direct purchase of equipment is subject to specific approval of the Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed **Attachment F, Property Reporting Form**.
- E. In addition to the invoicing requirements contained in paragraphs 3.C. and D. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at [http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/).
- F.
- i. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
  - ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.
  - iii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.
3. Section 8. of the Agreement is hereby deleted in its entirety and replaced with the following:
- DEFAULT/TERMINATION/FORCE MAJEURE:**
- A. Termination for Convenience. The Department may terminate the Agreement in whole or in part by giving 30 days' written notice to the Grantee, when the Department determines, in its sole

discretion, that it is in the State's interest to do so. The Department shall notify the Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee shall not furnish any service or deliverable after it receives the notice of termination, unless otherwise instructed in the notice. The Grantee shall not be entitled to recover any cancellation charges or lost profits. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.

- B. Termination for Cause. The Department may terminate this Agreement if any of the events of default described below occur or in the event that the Grantee fails to fulfill any of its other obligations under this Agreement. The Grantee shall continue work on any portion of the Agreement not terminated. If, after termination, it is determined that the Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- C. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination, is directed by the Department, the Grantee shall stop performing services on the date, and to the extent specified, in the notice.
- D. Force Majeure. The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Grantee. In case of any delay the Grantee believes is excusable, the Grantee shall notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if the Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date the Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Grantee shall perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to the Department, in which case the Department may (1) accept allocated performance or deliveries from the Grantee, provided that the Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by the Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.

4. Section 17. of the Agreement is hereby deleted in its entirety and replaced with the following:

**CONTACTS:**

The Department's Grant Manager (which may also be referred to as the Department's Project Manager) for this Agreement is identified below:

Mahnaz Massoudi, or Successor	
Florida Department of Environmental Protection	
Division of Water Restoration Assistance	
3900 Commonwealth Blvd., MS# 3505	
Tallahassee, Florida 32399	
Telephone No.:	850-245-2898
E-mail Address:	Sandra.waters@dep.state.fl.us

The Grantee's Grant Manager at the time of execution for this Agreement is identified below:

Jack Brown, or Successor	
Escambia County	
221 Palafox Place, Suite 402	
Pensacola, Florida 32502	
Telephone No.:	850-595-4947
E-mail Address:	jbrown@myescambia.com

5. Section 18. of the Agreement is hereby deleted in its entirety and replaced with the following:

**INSURANCE:**

A. **Required Coverage.** At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

i. **Commercial General Liability Insurance.**

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department of Environmental Protection, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$200,000 each individual's claim and \$300,000 each occurrence.

a. **Workers' Compensation and Employer's Liability Coverage.**

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S., and employer's liability insurance with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Agreement.

b. **Commercial Automobile Insurance.**

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department of Environmental Protection, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$300,000 Automobile Liability Combined Single Limit for Company- Owned  
Vehicles, if applicable  
\$300,000 Hired and Non-owned Automobile Liability Coverage

c. Other Insurance.

Additional insurance may be required by federal law, where applicable, if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman's and Harbor Worker's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. Questions concerning required coverage should be directed to the U.S. Department of Labor (<http://www.dol.gov/owcp/dlhwc/lcontac.htm>) or to the parties' insurance carrier.

B. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described above. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

C. Exceptions to Additional Insured Requirements. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured. Further, notwithstanding the requirements above, if Grantee is self-insured, then the Department of Environmental Protection, its employees, and officers do not need to be listed as additional insureds.

D. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

E. Proof of Insurance. Upon execution of this Agreement, the Grantee shall provide the Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from the Department, the Grantee shall furnish the Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

F. Failure to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, the Grantee shall immediately notify the Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) calendar days after the cancellation of coverage.

6. Section 20. of the Agreement is hereby deleted in its entirety and replaced with the following

**EQUIPMENT:**

The purchase of non-expendable personal property or equipment costing \$1,000 or more purchased for purposes of this Agreement remains the property of the Grantee. Upon satisfactory completion of this Agreement, the Grantee may retain ownership or determine the disposition of the non-expendable personal property or equipment purchased under this Agreement. However, the Grantee shall complete and sign **Attachment F, Property Reporting Form**, and forward it along with the appropriate invoice(s) to the Department's Grant Manager. The following terms shall apply:

- A. The Grantee shall have use of the non-expendable personal property or equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.
- B. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the non-expendable personal property or equipment in good operating condition.
- C. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, non-expendable personal property or equipment purchased with state funds and held in Grantee's possession for use in a contractual arrangement with the Department.

7. Section 32. is added to the Agreement as follows:

**PROHIBITED GOVERNMENTAL ACTIONS FOR PUBLIC WORKS PROJECTS**

Pursuant to Section 255.0992, F.S., state and political subdivisions that contract for public works projects are prohibited from imposing restrictive conditions on certain contractors, subcontractors, or material suppliers and prohibited from restricting qualified bidders from submitting bids.

- A. "Political subdivision" means separate agency or unit of local government created or established by law or ordinance and the officers thereof. The term includes, but is not limited to, a county; a city, town, or other municipality; or a department, commission, authority, school district, taxing district, water management district, board, public corporation, institution of higher education, or other public agency or body thereof authorized to expend public funds for construction, maintenance, repair or improvement of public works.
- B. "Public works project" means an activity of which fifty percent (50%) or more of the cost will be paid from state-appropriated funds that were appropriated at the time of the competitive solicitation and which consists of construction, maintenance, repair, renovation, remodeling or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof that is owned in whole or in part by any political subdivision.
- C. Except as required by federal or state law, the state or political subdivision that contracts for a public works project may not require that a contractor, subcontractor or material supplier or carrier engaged in such project:
  - i. Pay employees a predetermined amount of wages or prescribe any wage rate;
  - ii. Provide employees a specified type, amount, or rate of employee benefits;
  - iii. Control, limit, or expand staffing; or
  - iv. Recruit, train, or hire employees from designated, restricted, or single source.
- D. For any competitive solicitation that meets the criteria of this section, the state or political subdivision that contracts for a public works project may not prohibit any contractor, subcontractor, or material supplier or carrier able to perform such work who is qualified, licensed, or certified as required by state law to perform such work from submitting a bid on the public works project, except for those vendors listed under Section 287.133 and Section 287.134, F.S.
- E. Contracts executed under Chapter 337, F.S. are exempt from these prohibitions.

8. **Attachment A-1, Revised Project Work Plan, is hereby deleted in its entirety and replaced with Attachment A-2, Revised Project Work Plan, attached hereto and made a part of the Agreement. All references in the Agreement to prior Attachment A's, shall hereinafter refer to Attachment A-2, Revised Project Work Plan.**
9. **Attachment B, Disbursement Request Package, is hereby deleted in its entirety and replaced with Attachment B-1, Payment Request Summary Form, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment B, shall hereinafter refer to Attachment B-1, Payment Request Summary Form.**
10. **Attachment E, Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment E-1, Revised Special Audit Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment E, shall hereinafter refer to Attachment E-1, Revised Special Audit Requirements.**

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this amendment to Agreement S0878 to be duly executed, the day and year last written below.

ESCAMBIA COUNTY

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Board of County Commissioners  
Escambia County, Florida

By: \_\_\_\_\_  
Secretary or designee

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

\_\_\_\_\_  
Print Name and Title of Authorized Person

ATTEST: Pam Childers  
Clerk of the Circuit Court

Date: \_\_\_\_\_

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

\_\_\_\_\_  
Sandra Waters, DEP Grant Manager

\_\_\_\_\_  
Lisa Mecca, DEP QC Reviewer

FEID No.: 59-6000598

Approved as to form and legal sufficiency.

By/Title: Kileen ACA  
Date: 9/17/11

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A-2	Revised Project Work Plan (5 Pages)
Attachment	B-1	Payment Request Summary Form (2 Pages)
Attachment	E-1	Revised Special Audit Requirements (5 pages)
Attachment	F	Property Reporting Form (1 Page)

**DEPARTMENT OF ENVIRONMENTAL PROTECTION  
REVISED GRANT WORK PLAN  
DEP AGREEMENT NO. S0878**

**ATTACHMENT A-2**

**PROJECT TITLE:** Escambia County Innerarity Water and Sewer Upgrade

**PROJECT LOCATION:** The Project will be located on Innerarity Island in Escambia County, Florida. Lat/Long 30.315489, -87.484840 See Figures 1 and 2 for a location map and site plan.

**PROJECT BACKGROUND:** The Innerarity Island Development Corporation (IIDC) provided water and wastewater service to the residents of Innerarity Island in southwestern Escambia County. IIDC purchased water from the Emerald Coast Utilities Authority (ECUA) and resold it to the residents. Wastewater is currently collected in a gravity sewer system and conveyed via a system of lift stations and force mains to ECUA lift station No. 380. Wastewater is metered at the discharge of the lift station before leaving the island. The wastewater is metered and billed independently of the potable water. Water and sewer services provided in the past by IIDC were subject to regulation by the Public Service Commission of the State of Florida.

On January 27, 2014, the IIDC formally filed a note of abandonment pursuant to Florida Statute 367.165(1), and on March 21, 2014 the First Judicial Circuit Court ordered Escambia County (Grantee) to become the receiver of this now abandoned water and wastewater utility system. However, not only is long term ownership and maintenance outside of the capabilities of the Grantee, the Grantee also has no statutory authority to own and operate a water and wastewater system due to the Enabling Act of the ECUA. An agreement in principal has been reached between ECUA and the Grantee regarding future ownership and maintenance of the IIDC's utilities, as well as options for financing mechanisms allowing ECUA to complete design and construction, as necessary, to bring the existing utility systems into compliance with current FDEP and ECUA standards.

The proposed project will facilitate the transfer of ownership and maintenance of the systems to ECUA. This transition is critical so that an entity with adequate resources can accept the long term requirements that come with utility ownership. This is a necessity for the residents served by this system.

**PROJECT DESCRIPTION:** The Grantee will evaluate the current water and wastewater system formerly owned by the IIDC and design the upgrades for the water and wastewater system infrastructure to meet the standards required by ECUA for a publicly owned and maintained water and wastewater utility system.

Water system improvements may consist of: a) relatively minor main relocations to remove encroachments of the water facilities from private properties or alternatively to relocations, easements could be secured with the assistance of the Innerarity Island Homeowners Association to negate the need for the relocations; b) installation of system isolation valves; c) fire hydrant additions; d) modification of dead end water lines to provide either flush valves or circulation loops; e) water service renewals to remove polybutylene tubing and replace meters with ECUA standard meters; and f) upgrade approximately 3,000 linear feet of existing 4-inch water main on North Shore Drive to 6-inch.

Sanitary sewer system improvements will consist primarily of the construction of a low pressure sewer system to replace all gravity collection on the island leaving only the relatively new gravity collection in the Russell Bayou development in service. The existing gravity sewer collection system was found to be

prone to excessively heavy infiltration/inflow and to have many line segments laid at insufficient slope. Full replacement of the gravity sewer system was eliminated from consideration due to excessive cost.

The Grantee does not anticipate that the funding under this agreement will result in a fully completed project, so this agreement will cover a portion of the work.

## **TASKS and DELIVERABLES:**

### **Task 1: Design and Permitting**

**Task Description:** The Grantee will procure professional engineering in accordance with state law. The Grantee will complete the evaluation and design of upgrades to the water and wastewater system infrastructure and obtain all necessary permits for construction of the project. The Grantee will submit documentation of design and permitting activities, as described below.

**Deliverable 1 :** Design completed to date as described in this task, as evidenced by these deliverables: 1) Signed acceptance of the completed work by the Grantee, 2) Summary of design activities to date, indicating % of design completion representing time period covered in the payment request. 3) The final payment request for this task must be accompanied by an electronic copy of the final design and a list of all required permits identifying issue dates and issuing authorities. Upon request, the Grantee will provide paper copies of obtained permits or permit related correspondence or documentation and the final design document.

**Performance Standard:** The Department's Grant Manager will review all deliverables to verify that they meet the specifications in the Grant Work Plan and this task description.

**Payment Request Schedule:** Grantee may submit a payment request for cost reimbursement no more frequently than once per month. The outlined deliverables, as applicable, must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

### **Task 2: Construction**

**Task Description:** The Grantee will construct water and wastewater improvements in accordance with the construction contract documents.

**Deliverable 2:** Construction completed to date as described in this task, as evidenced by these deliverables: 1) Dated color photographs of the construction site(s) prior to, during, and immediately following completion of the construction task, or of the portion of work completed when the funding supplied by this grant has been fully expended; 2) written verification that the Grantee has received record drawings and any required final inspection report(s) for the project (as applicable); 3) Contractor's Application and Certification for Payment, 4) signed acceptance of the completed work by the Grantee; and 5) signed statement from a Florida Licensed Professional Engineer indicating construction has been completed (as applicable) in accordance with the construction contract documents, or indicating that construction completed by the end of the funding has been completed in accordance with the construction contract documents.

**Performance Standard:** The Department's Grant Manager will review each submitted deliverable to verify that it meets the specifications in the Grant Work Plan and this task description and that work is being performed in accordance with the Grantee's construction contract documents.

**Payment Request Schedule:** Grantee may submit a payment request for cost reimbursement no more frequently than once per month. The outlined deliverables, as applicable, must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

**Task 3: Administration, Operation, and Repair of Water and Wastewater Utility System**

**Task Description:** The Grantee will subcontract the Administrative, Operational and Repair Services for the water and wastewater utility system.

**Deliverables 3:** 1) An electronic copy of the Grantee's interlocal agreement with the City of Gulf Breeze for the administration, operation and repairs of the water and wastewater system submitted to the Department's Grant Manager provided prior to submitting any invoices for the subcontracted work; and 2) interim progress reports, work summaries and field notes, as applicable, documenting administrative, operation and repair services provided.

**Performance Standard:** The Department's Grant Manager will review the deliverables to verify they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of the interim deliverables under this task, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** Grantee may submit a payment request for cost reimbursement no more frequently than once per month. The deliverables must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

**Task 4: Construction Engineering Inspection Services**

**Task Description:** The Grantee will perform construction engineering inspection services. If the Grantee contracts these services, the Grantee will procure such services in accordance with state law.

**Deliverables 4:** 1) An electronic copy of the Grantee's executed contract(s) and scope of services for project management and/or engineering services submitted to the Department's Grant Manager provided prior to submitting any invoices for the subcontracted work. 2) engineering inspection reports associated with the inspection of the project.

**Performance Standard:** The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of the interim deliverables under this task, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** Grantee may submit a payment request for cost reimbursement no more frequently than once per month. The deliverables must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

**Task 5: Equipment Purchase**

**Task Description:** The Grantee will purchase the equipment for upgrading the current water and wastewater system infrastructure to meet the standards required by ECUA for a publically owned and maintained water and wastewater utility system. Water system equipment may include water meters, yoke boxes, fire hydrants, pipe main, isolation valves, flush valves and other incidental items. Sewer system equipment may include sewer main, gate valves, service connections, grinder pumps and other incidental items. The Grantee will not retain possession of the equipment at the end of the grant period.

**Deliverables 5:** Purchase of the equipment as evidenced by: Purchase order(s); vendor invoice(s) for delivery, installation and start up; proof of payment to vendor; Bills of Lading; and pictures of equipment purchased. Completed Property Reporting Form with invoice copy.

**Performance Standard:** The Department's Grant Manager will review the deliverables to ensure that they meet the specifications in the Grant Work Plan and this task description.

**Payment Request Schedule:** Grantee may submit a payment request for cost reimbursement upon completion of the purchases and Department approval of the associated task deliverables.

**PROJECT TIMELINE & BUDGET DETAIL:** The tasks must be completed by, and all deliverables received by, the corresponding task end date.

<b>Task No.</b>	<b>Task Title</b>	<b>Budget Category</b>	<b>Budget Amount</b>	<b>Task Start Date</b>	<b>Task End Date</b>
1	Design and Permitting	Contractual Services	\$223,800	7/1/2015	6/30/2021
2	Construction	Contractual Services	\$844,495	7/1/2015	6/30/2021
3	Administration, Operation, and Repair of Water and Wastewater Utility System	Contractual Services	\$166,000	7/1/2015	6/30/2021
4	Construction Engineering Inspection Services	Contractual Services	\$108,520	7/1/2015	6/30/2021
5	Equipment Purchase	Equipment	\$157,185	7/1/2015	6/30/2021
Total:			\$1,500,000		

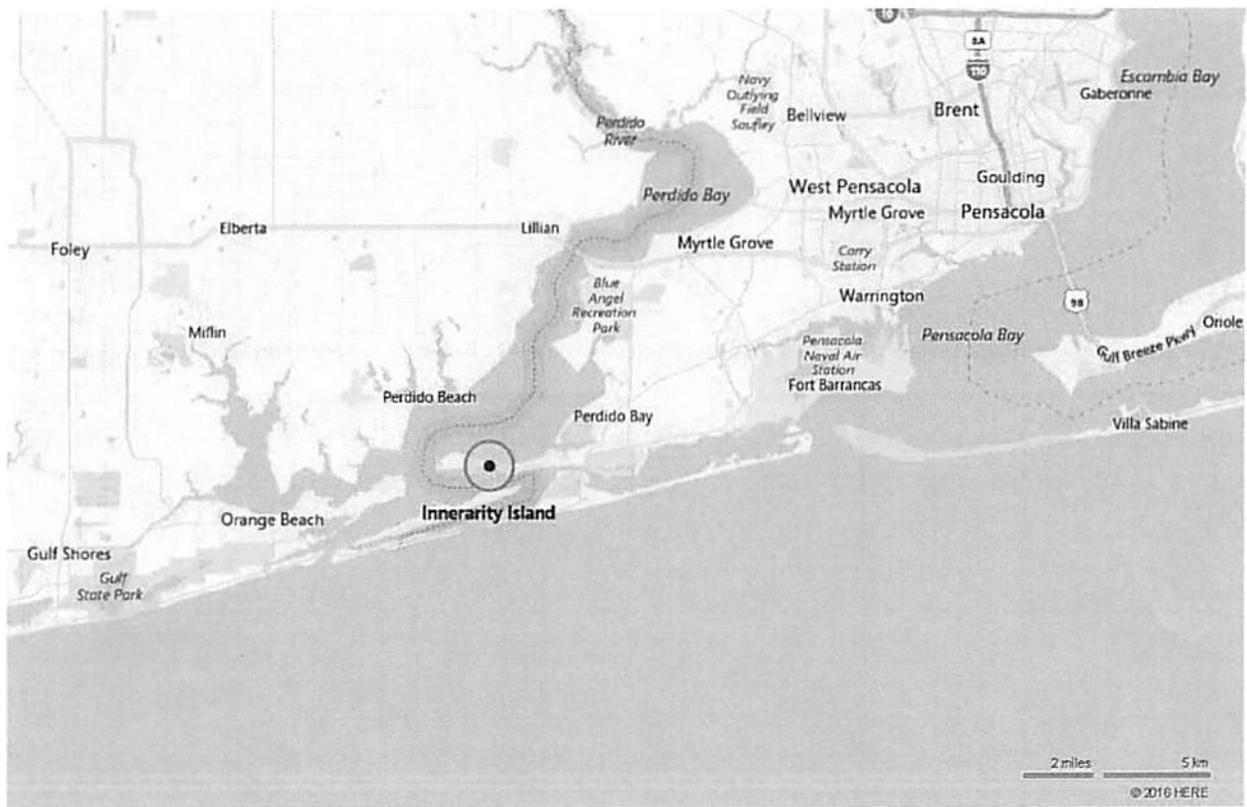


Figure 1



Figure 2

**ATTACHMENT B-1  
PAYMENT REQUEST SUMMARY FORM**

DEP Agreement No. \_\_\_\_\_ Agreement Effective Dates: \_\_\_\_\_

Grantee:  
(Name & Mailing Address)

Grantee's Grant Manager

Performance Period (Start date – End date): \_\_\_\_\_ Date of Request: \_\_\_\_\_

Task/Deliverable No(s). \_\_\_\_\_ Task/Deliverable Amount Requested: \$ \_\_\_\_\_

GRANT EXPENDITURES SUMMARY SECTION

CATEGORY OF EXPENDITURE (As authorized)	AMOUNT OF THIS REQUEST	PREVIOUS PAYMENT REQUESTS	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Task 1:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 2:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 3:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 4:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 5:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 6:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 7:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 8:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 9:	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL AMOUNT</b>	\$	\$	\$	\$	\$
<b>TOTAL BUDGET (ALL TASKS)</b>	\$			\$	
<b>LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF:</b>	\$			\$	
<b>TOTAL REMAINING (ALL TASKS)</b>	\$			\$	

**GRANTEE CERTIFICATION**

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

### Grantee's Certification of Payment Request

I, \_\_\_\_\_, on behalf of  
(Print name of Grantee's Grant Manager designated in the Agreement)

\_\_\_\_\_, do hereby certify for  
(Print name of Grantee)

DEP Agreement No. \_\_\_\_\_ and Payment Request No. \_\_\_\_\_ that:

- The disbursement amount requested is for allowable costs for the project described in Attachment A of the Agreement.
- All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in

*Check all that apply:*

- All permits and approvals required for the construction, which is underway, have been obtained.
- Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.)	Period of Service (mm/dd/yy – mm/dd/yy)

\_\_\_\_\_  
Grantee's Grant Manager's Signature

\_\_\_\_\_  
Grantee's Fiscal Agent Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Telephone Number

**INSTRUCTIONS FOR COMPLETING  
PAYMENT REQUEST SUMMARY FORM**

**DEP AGREEMENT NO.:** This is the number on your grant agreement.

**AGREEMENT EFFECTIVE DATES:** Enter agreement execution date through end date.

**GRANTEE:** Enter the name of the grantee's agency.

**MAILING ADDRESS:** Enter the address that you want the state warrant sent.

**GRANTEE'S GRANT MANAGER:** This should be the person identified as grant manager in the grant Agreement.

**PERFORMANCE PERIOD:** This is the beginning and ending date of the performance period for the task/deliverable that the request is for (this must be within the timeline shown for the task/deliverable in the Agreement).

**TASK/DELIVERABLE NO.:** This is the number of the task/deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).

**TASK/DELIVERABLE AMOUNT REQUESTED:** This should match the amount on the "*TOTAL TASK/DELIVERABLE BUDGET AMOUNT*" line for the "*AMOUNT OF THIS REQUEST*" column.

**GRANT EXPENDITURES SUMMARY SECTION:**

**"AMOUNT OF THIS REQUEST" COLUMN:** Enter by authorized category of expenditure the amount for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of all Tasks on the "*TOTAL BUDGET (ALL TASKS)*" line. Enter the total cumulative amount of this request and all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" from the "*TOTAL BUDGET (ALL*

**"PREVIOUS PAYMENT REQUESTS" COLUMN:** Enter the total cumulative amount that has been paid in previous requests. Do not include the current requested amount in this total. **Do not enter anything in the shaded areas.**

**"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN:** Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the Task(s) you are reporting on). Enter the column total on the "*TOTAL PAYMENT REQUEST*" line. **Do not enter anything in the shaded areas.**

**"MATCHING FUNDS" COLUMN:** Enter the amount to be claimed as match for the performance period for the Task(s) you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTAL AMOUNT*" line for this column. Enter the match budget amount on the "*TOTAL BUDGET (ALL TASKS)*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*TOTAL BUDGET (ALL TASKS)*" for the amount to enter on

**"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN:** Enter the cumulative amounts you have claimed to date for match by budget category. Put the total of all on the line titled "*TOTAL PAYMENT REQUEST.*" The final request should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

**GRANTEE'S CERTIFICATION:** Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.**

**Documentation for match claims must meet the same requirements as those expenditures for reimbursement.**

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**REQUEST FOR PAYMENT – PART II**

**REIMBURSEMENT DETAIL**

<b>Grantee Name:</b>					<b>Payment Request No.:</b>		
<b>DEP Agreement No.:</b>							
<b>Vendor Name</b>	<b>Invoice Number</b>	<b>Invoice Date</b>	<b>Invoice Amount (1)</b>	<b>Local Share or Other Funding or Amount Not Requested (2)</b>	<b>Requested Amount (3)</b>	<b>Check Number</b>	<b>Task/Deliverable Number (4)</b>
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
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				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
<b>Totals:</b>				\$ -	\$ -		

## Instructions for Completing Request for Payment - Part II

Include the Grantee Name, Payment Request No., and DEP Agreement Number. List vendor invoices that are associated with the Project by Task/Deliverable.

- 1 **Invoice Amount:** Amount of Invoice being submitted for reimbursement.
- 2 **Local Share or Other Funding or Amount Not Requested:** Portion of invoice paid for by Grantee.  
**Requested Amount:** Subtract Grantee's Local Share or Other Funding or Amount Not Requested (2) from Invoice Amount (1).
- 3 **Deliverable Number:** Must identify completed deliverable(s) for each invoice. If invoice covers multiple deliverables, that invoice would be listed multiple times, a line item for each deliverable with any portion not applicable to that Task/Deliverable identified under (2).

### Submittal Instructions

#### Instructions for E-mailing:

The program now accepts reimbursement requests electronically, please E-mail to SRF. When scanning please be sure that the minimum scan resolution must be 300 DPI (dots per inch). When reimbursement requests are sent electronically, please **do not** also send a hard copy by postal mail.

**Remit Payment Request by E-mail to:** [SRF\\_Reporting@dep.state.fl.us](mailto:SRF_Reporting@dep.state.fl.us)

**Be sure the E-mail payment request includes the following:**

**Cc:** Department's Grant/Project Manager

**Subject:** Project Number\_Disbursement Number: example -- LP14025\_Disb\_1

**Attachments:**

- 1) Exhibit D Payment Request Summary
- 2) Request for Payment Part II Reimbursement Detail
- 3) Copies of invoices
- 4) Other supporting documentation, as needed

**For questions or concerns regarding these forms or if you would like the payment request forms listed above in electronic format please contact:**

**Sandy Waters 850-245-2898**  
[Sandra.waters@dep.state.fl.us](mailto:Sandra.waters@dep.state.fl.us)

## ATTACHMENT E-1

### SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

#### MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

#### AUDITS

##### **PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT I to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

## PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

## PART III: OTHER AUDIT REQUIREMENTS

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

## PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/fac/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

B. The Auditor General's Office at the following address:

State of Florida Auditor General  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

#### **PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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**EXHIBIT – 1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

<b>Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:</b>					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:</b>					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:</b>						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Revenue Fund, Line Item 1662A	2015-2016	37.039	Statewide Surface Water Restoration And Wastewater Projects	\$1,000,000.00	140047
Amendment 1	General Revenue Fund, Line Item 1606A	2017-2018	37.039	Statewide Surface Water Restoration And Wastewater Projects	\$500,000.00	140047

<b>Total Award</b>					<b>\$1,500,000.00</b>	
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

**EXHIBIT C**

**PROPERTY REPORTING FORM FOR DEP AGREEMENT NO. S0878**

**GRANTEE:** List non-expendable equipment/personal property\* costing \$1,000 or more purchased under the above Agreement. Also list all upgrades\* under this Agreement, costing \$1,000 or more, of property previously purchased under a DEP agreement (Identify the property upgraded and the applicable DEP agreement on a separate sheet). Complete the serial no./cost, location/address and property control number columns of this form.

DESCRIPTION OF PROPERTY	SERIAL NO. OR OTHER ID NO.	COST**	ACQUISITION DATE	LOCATION/ADDRESS

\*Not including software. \*\*Attach copy of invoice, bill of sale, or other documentation to support purchase.

GRANTEE:	Grantee's Project Manager:	Date:
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<b>BELOW FOR DEP USE ONLY</b>		
<b>DEP GRANT MANAGER:</b>	<b>MAINTAIN THIS DOCUMENT WITH A COPY OF THE INVOICES SUPPORTING THE COST OF EACH ITEM IDENTIFIED ABOVE IN YOUR AGREEMENT FILE. IF THE AGREEMENT IS A COST REIMBURSEMENT AGREEMENT, SEND THIS COMPLETED FORM ALONG WITH INVOICES SUPPORTING THE COST OF THE ITEMS TO FINANCE AND ACCOUNTING FOR THE PROCESSING OF THE GRANTEE'S/ INVOICE FOR PAYMENT.</b>	
DEP Grant Manager Signature: _____	Date: _____	

**DEP FINANCE AND ACCOUNTING:** No processing required by Finance & Accounting as the Grantee/Contractor is responsible for retaining ownership of the equipment/property upon satisfactory completion of the Contract.  
**DEP PROPERTY MANAGEMENT:** No processing required by the Property Management section as the Grantee/Contractor will retain ownership of the equipment/property upon satisfactory completion of the Contract.

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-22. Approval of Various Consent Agenda Items – Continued

21. Taking the following action concerning an Agreement for the 2015/2016 State of Florida, Department of Environmental Protection, Division of Water Restoration, Assistance Grant Agreement, Number S0878, for the Escambia County Innerarity Water and Sewer Upgrade Project (Funding Source: Fund 352, "Local Option Sales Tax III"; new Cost Center to be set up at time of Supplemental Budget Amendment):
  - A. Accepting \$1 million in Grant funds from the 2015/2016 Department of Environmental Protection Division of Water Restoration Assistance Grant Program;
  - B. Approving the 2015/2016 State of Florida, Department of Environmental Protection Division of Water Restoration Assistance Grant Agreement, Number S0878;
  - C. Authorizing the Chairman to sign the Agreement and any subsequent documents relating to the Grant, subject to Legal sign-off, without further Board action; and
  - D. Authorizing the County Administrator to sign the Agreement and any subsequent documents relating to the Grant, as Grantee's Grant Manager, without further Board action.
22. Adopting the Resolution (*R2016-24*) approving Supplemental Budget Amendment #088, Local Option Sales Tax Fund (352), in the amount of \$1,000,000, to recognize a Grant from the State of Florida Department of Environmental Protection and to appropriate these funds to provide financial assistance for the Escambia County Innerarity Water and Sewer Upgrade Project.

DEP AGREEMENT NO. S0878

STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
DIVISION OF WATER RESTORATION ASSISTANCE  
GRANT AGREEMENT  
PURSUANT TO LINE ITEM 1662A OF THE FY15-16 GENERAL APPROPRIATIONS  
ACT

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and ESCAMBIA COUNTY, whose address is 221 Palafox Place, Suite 420, Pensacola, Florida 32502 (hereinafter referred to as "Grantee"), a local government, to provide financial assistance for the Escambia County Innerarity Water and Sewer Upgrade project. Collectively, the Department and the Grantee shall be referred to as "Parties" or individually as a "Party".

In consideration of the mutual benefits to be derived herefrom, the Department and the Grantee do hereby agree as follows:

1. **TERMS OF AGREEMENT:**

The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Grant Work Plan**, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Grantee" and "Recipient" are used interchangeably.

2. **PERIOD OF AGREEMENT:**

This Agreement shall begin upon execution by both parties and shall remain in effect until June 30, 2018, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after July 1, 2015 through the expiration date of this Agreement. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

3. **FUNDING/CONSIDERATION/INVOICING:**

- A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis up to a maximum of \$1,000,000. It is understood that any additional funds necessary for the completion of this project are the responsibility of the Grantee. The parties hereto understand and agree that this Agreement does not require a match on the part of the Grantee.

- B. Prior written approval from the Department's Grant Manager shall be required for changes to this Agreement. Changes to approved budget categories within a single deliverable that are less than 10% of the total approved deliverable budget amount will require a formal Change Order to the Agreement. Changes that are 10% or greater of the total approved deliverable budget amount, or changes that transfer funds from one deliverable to another deliverable, or changes that increase or decrease the project's total funding amount will require a formal Amendment to the Agreement.
- C. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon the completion, submittal and approval of each deliverable identified in **Attachment A**, in accordance with the schedule therein. Reimbursement shall be requested utilizing **Attachment B, Payment Request Summary Form**. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: [http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/). All invoices for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Department no later than sixty (60) calendar days following the completion date of the Agreement, to assure the availability of funds for payment. All work performed pursuant to **Attachment A** must be performed on or before the completion date of the Agreement, and the subsequent sixty-day period merely allows the Grantee to finalize invoices and backup documentation to support the final payment request.
- D. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. The Grantee shall comply with the minimum requirements set forth in **Attachment C, Contract Payment Requirements**. The Payment Request Summary Form shall be accompanied by supporting documentation and other requirements as follows for each deliverable:
- i. Contractual (Subcontractors) – Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the project. All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. For fixed-price (vendor) subcontracts, the following provisions shall apply:

- a. The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in **Attachment A**. Invoices submitted to the Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (i.e., Invitation to Bid or Request for Proposals) resulting in the fixed-price subcontract.
  - b. The Grantee may request approval from the Department to award a fixed-price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed-price amount, the Grantee may proceed in finalizing the fixed-price subcontract.
  - c. All subcontracts are subject to the provisions of paragraph 12 and any other appropriate provisions of this Agreement which affect subcontracting activities.
- E. In addition to the invoicing requirements contained in paragraphs 3.C. and D. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at [http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/).
- F.
  - i. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
  - ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in

part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.

- iii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

4. **ANNUAL APPROPRIATION:**

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and payment associated therewith may be rescinded with proper notice at the discretion of the Department if Legislative appropriations are reduced or eliminated.

5. **REPORTS:**

- A. The Grantee shall utilize **Attachment D, Progress Report Form**, to describe the work performed during the reporting period, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Quarterly reports shall be submitted to the Department's Grant Manager no later than twenty (20) calendar days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.
- B. As stated in the letter dated July 17, 2015 from the Office of the Governor, the Grantee will identify the return on investment for this project and provide quarterly updates to the Governor's Office of Policy and Budget.

6. **RETAINAGE:**

Retainage is not required under this Agreement.

7. **INDEMNIFICATION:**

Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or this Agreement.

8. **DEFAULT/TERMINATION/FORCE MAJEURE:**

- A. The Department may terminate this Agreement at any time if any warranty or representation made by Grantee in this Agreement or in its application for funding shall at any time be false or misleading in any respect, or in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
- B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar day's written notice. If the Department terminates the Agreement for convenience, the Department shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.
- C. Records made or received in conjunction with this Agreement are public records. This Agreement may be unilaterally canceled by the Department for unlawful refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, Florida Statutes (F.S.), and Section 24(a), Article I, Florida Constitution.
- D. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Grantee shall promptly notify the Department orally. Within seven (7) calendar days, the Grantee shall notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Grantee's intended timetable for implementation of such measures. If the parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the Department may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement. Such agreement shall be confirmed by letter from the Department accepting, or if necessary, modifying the

extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the Grantee, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the Grantee and/or the Department. The Grantee is responsible for the performance of all services issued under this Agreement. Failure to perform by the Grantee's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

9. **REMEDIES/FINANCIAL CONSEQUENCES:**

No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) calendar days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

- A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.
- B. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.

- C. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement.

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

**10. RECORD KEEPING/AUDIT:**

- A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
- B. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subcontracts issued under this Grant, if any, impose this requirement, in writing, on its subcontractors.

**11. SPECIAL AUDIT REQUIREMENTS:**

- A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment E, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1 to Attachment E** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment E**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grant Manager to request a copy of the updated information.
- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment E, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section \_\_.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number

DFS-A2-NS) that can be found under the “Links/Forms” section appearing at the following website:

<https://apps.fldfs.com/fsaa>

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

**12. SUBCONTRACTS:**

- A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to paragraph 3.D. of this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

**13. PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES:**

- A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state, college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:
  - i. The contractor's maintaining an office or place of business within a particular local jurisdiction; or
  - ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or

iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.

B. For any competitive solicitation that meets the criteria in Paragraph A., a state college, county, municipality, school district, or other political subdivision of the state *shall disclose in the solicitation document* that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A.

**14. LOBBYING PROHIBITION:**

In accordance with Section 216.347, F.S., the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency. Further, in accordance with Section 11.062, F.S., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.

**15. COMPLIANCE WITH LAW:**

The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

**16. NOTICE:**

All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient.

**17. CONTACTS:**

The Department's Grant Manager (which may also be referred to as the Department's Project Manager) for this Agreement is identified below:

Mahnaz Massoudi	
Florida Department of Environmental Protection	
Division of Water Restoration Assistance	
3900 Commonwealth Blvd., MS#3505	
Tallahassee, Florida 32399	
Telephone No.:	850-245-2960
E-mail Address:	Mahnaz.Massoudi@dep.state.fl.us

The Grantee's Grant Manager for this Agreement is identified below:

Jack Brown	
Escambia County	
221 Palafox Place, Suite 420	
Pensacola, Florida 32502	
Telephone No.:	850-595-4947
E-mail Address:	Jack_Brown@myescambia.com

**18. INSURANCE:**

To the extent required by law, the Grantee will secure and maintain insurance coverages in the amounts and categories specified below, during the life of this Agreement. The Grantee shall provide documentation of any private insurance or self-insurance, as may be applicable to governmental entities, to the Department's Grant Manager *prior to* performance of any work pursuant to this Agreement.

- A. The Grantee shall secure and maintain Workers' Compensation Insurance for all of its employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of its employees unless such employees are covered by the protection afforded by the Grantee. Any self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected.
- B. The Grantee shall secure and maintain, and ensure that any of its subcontractors similarly secure and maintain, Commercial General Liability insurance including bodily injury and property damage. The minimum limits of liability shall be \$200,000 each individual's claim and \$300,000 each occurrence. This insurance will provide coverage for all claims that may arise from the services and/or operations completed under this Agreement, whether such services and/or operations are by the Grantee or any of its subcontractors. Such insurance shall include the State of Florida, the Department, and the State of Florida Board of Trustees of the Internal Improvement Trust Fund, as Additional Insureds for the entire length of the Agreement.
- C. The Grantee shall secure and maintain, and ensure that any of its subcontractors similarly secure and maintain, Commercial Automobile Liability insurance for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the Grantee or any of its subcontractors. Such insurance shall include the State of Florida, the Department,

and the State of Florida Board of Trustees of the Internal Improvement Trust Fund, as Additional Insureds for the entire length of the Agreement. The minimum limits of liability shall be as follows:

\$300,000      Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable

\$300,000      Hired and Non-owned Automobile Liability Coverage

- D. If any work proceeds over or adjacent to water, the Grantee shall secure and maintain, as applicable, any other type of required insurance, including but not limited to Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. In addition, the Grantee shall include these requirements in any sub grant or subcontract issued for the performance of the work specified in **Attachment A, Grant Work Plan**. Questions concerning required coverage should be directed to the U.S. Department of Labor (<http://www.dol.gov/owcp/dlhwc/lscntac.htm>) or to the parties' insurance carriers.
- E. All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) calendar days' written notice (with the exception of non-payment of premium which requires a 10-calendar-day notice) to the Department's Procurement Administrator. In addition, the Grantee shall include these requirements in any sub grant or subcontract issued for the performance of the work specified in **Attachment A, Grant Work Plan**.
- F. If the Grantee is a Florida governmental entity that is self-funded for liability insurance, this paragraph 18.F. supersedes 18.A. through E., above.

Grantee warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee.

**19. CONFLICT OF INTEREST:**

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

**20. EQUIPMENT:**

Reimbursement for equipment purchases costing \$1,000 or more is not authorized under the terms and conditions of this Agreement.

21. **CHANGE ORDERS:**

The Department may at any time, by written Change Order, make any change in the Grant Manager information, task timelines within the current authorized Agreement period, or make changes that are less than 10% of the total approved deliverable budget (per Paragraph 3). All Change Orders are subject to the mutual agreement of both parties as evidenced in writing. Any change which causes an increase or decrease in the Agreement amount, expiration date of the Agreement, or deliverable costs that are equal to or greater than 10% of the total approved deliverable budget (per Paragraph 3), shall require formal Amendment to this Agreement.

22. **UNAUTHORIZED EMPLOYMENT:**

The employment of unauthorized aliens by any Grantee/subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

23. **RESERVED:**

24. **DISCRIMINATION:**

- A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- B. An entity or affiliate who has been placed on the discriminatory vendor list pursuant to section 287.134, F.S., may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

25. **LAND ACQUISITION:**

Land acquisition is not authorized under the terms of this Agreement.

**26. PHYSICAL ACCESS AND INSPECTION:**

As applicable, Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, including by any of the following methods:

- A. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents; and
- B. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and
- C. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

**27. EXECUTION IN COUNTERPARTS:**

This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

**28. SEVERABILITY CLAUSE:**

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

**29. ENTIRE AGREEMENT:**

This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

ESCAMBIA COUNTY

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: *Grover C. Robinson, IV*  
Chairman\* **Grover C. Robinson, IV**

By: *[Signature]*  
Secretary or Designee

Date: 2/18/2016

Date: 3/8/16

FEID No.:59-6000598

*Mahanaz Massoudi*  
Mahanaz Massoudi, DEP Grant Manager

ATTEST: PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
BY: *[Signature]*  
DEPUTY CLERK



By: *[Signature]*  
DEP QC Reviewer

Approved as to form and legal sufficiency.

By/Title: *[Signature]*  
Date: 2/19/16

\*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the Grantee must accompany the Agreement.

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A	Grant Work Plan (4 Pages)
Attachment	B	Payment Request Summary Form (3 Pages)
Attachment	C	Contract Payment Requirements (1 Page)
Attachment	D	Progress Report Form (1 Page)
Attachment	E	Special Audit Requirements (5 Pages)

**ATTACHMENT A  
GRANT WORK PLAN**

**PROJECT TITLE:** Escambia County Innerarity Water and Sewer Upgrade

**PROJECT AUTHORITY:** Escambia County (Grantee) received funding from the Florida Legislature in the amount of \$1,000,000 through Specific Appropriation Line Item No. 1662A, Fiscal Year (FY) 2015 – 2016, General Appropriations Act. The Grantee received this funding for the purpose of evaluating the current water and wastewater system and design upgrades. Monitoring and auditing guidelines, as related to the Florida Single Audit Act, are specified in the Florida Catalog of State Financial Assistance (CSFA), No. 37.039.

**PROJECT LOCATION:** The Project will be located on Innerarity Island in Escambia County, Florida. See Figures 1 and 2 for a location map and site plan.

**PROJECT BACKGROUND:** The Innerarity Island Development Corporation (IIDC) provided water and wastewater service to the residents of Innerarity Island in southwestern Escambia County. IIDC purchased water from the Emerald Coast Utilities Authority (ECUA) and resold it to the residents. Wastewater is currently collected in a gravity sewer system and conveyed via a system of lift stations and force mains to ECUA lift station No. 380. Wastewater is metered at the discharge of the lift station before leaving the island. The wastewater is metered and billed independently of the potable water. Water and sewer services provided in the past by IIDC were subject to regulation by the Public Service Commission of the State of Florida.

On January 27, 2014, the Innerarity Island Development Corporation formally filed a note of abandonment pursuant to Florida Statute 367.165(1), and on March 21, 2014 the First Judicial Circuit Court ordered the Grantee to become the receiver of this now abandoned water and wastewater utility system. However, not only is long term ownership and maintenance outside of the capabilities of the County, the County also has no statutory authority to own and operate a water and wastewater system due to the Enabling Act of the ECUA. An agreement in principal has been reached between ECUA and Escambia County regarding future ownership and maintenance of the Innerarity Island Development Corporation's utilities, as well as options for financing mechanisms allowing ECUA to complete design and construction, as necessary, to bring the existing utility systems into compliance with current FDEP and ECUA standards.

The proposed project will facilitate the transfer of ownership and maintenance of the systems to ECUA. This transition is critical so that an entity with adequate resources can accept the long term requirements that come with utility ownership. This is a necessity for the residents served by this system.

**PROJECT DESCRIPTION:** The Grantee will evaluate the current water and wastewater system formerly owned by the IIDC and design the upgrades for the water and wastewater system infrastructure to meet the standards required by ECUA for a publicly owned and maintained water and wastewater utility system.

Water system improvements may consist of: a) relatively minor main relocations to remove encroachments of the water facilities from private properties or alternatively to relocations, easements could be secured with the assistance of the Innerarity Island Homeowners Association (II HOA) to negate the need for the relocations; b) installation of system isolation valves; c) fire hydrant additions; d) modification of dead end water lines to provide either flush valves or circulation loops; e) water service renewals to remove polybutylene tubing and replace meters with ECUA standard meters; and f) upgrade approximately 3,000 linear feet of existing 4-inch water main on North Shore Drive to 6-inch.

Sanitary sewer system improvements will consist primarily of the construction of a low pressure sewer system to replace all gravity collection on the island leaving only the relatively new gravity collection in the Russell Bayou development in service. The existing gravity sewer collection system was found to be prone to excessively heavy infiltration/inflow and to have many line segments laid at insufficient slope. Full replacement of the gravity sewer system was eliminated from consideration due to excessive cost.

#### **TASKS and DELIVERABLES:**

##### **Task 1: Preconstruction**

**Task Description:** The Grantee will procure professional engineering services in accordance with state law. The Grantee will complete the evaluation and design of upgrades to the water and wastewater system infrastructure and obtain all necessary permits for construction of the project. The Grantee will submit documentation of preconstruction activities, as described below.

**Deliverable 1a:** An electronic copy of the draft design at 30% completion submitted to the Department's Grant Manager for review prior to submittal of the draft design at 60% completion.

**Performance Standard:** The Department's Grant Manager will review the draft design at 30% completion to verify that it meets the specifications in the Grant Work Plan and this task description, and provide any comments to the Grantee for incorporation. Upon review and written acceptance of this submittal by the Department's Grant Manager, the Grantee may proceed with the payment request submittal for costs associated with this design document.

**Deliverable 1b:** An electronic copy of the draft design at 60% completion submitted to the Department's Grant Manager for review prior to submittal of the final design.

**Performance Standard:** The Department's Grant Manager will review the draft design at 60% completion to verify that it meets the specifications in the Grant Work Plan and this task description, and provide any comments to the Grantee for incorporation. Upon review and written acceptance of this submittal by the Department's Grant Manager, the Grantee may proceed with the payment request submittal for costs associated with this design document.

**Deliverable 1c:** An electronic copy of the final design, including professional certification as applicable. Upon request, the Grantee will provide a paper copy of the final design submittal.

**Performance Standard:** The Department's Grant Manager will review the final design to verify that it meets the specifications in the Grant Work Plan and this task description, and provide any comments to the Grantee for incorporation. Upon review and written acceptance of this submittal by the Department's Grant Manager, the Grantee may proceed with the payment request submittal for costs associated with this design document.

**Deliverable 1d:** A list of all required permits identifying issue dates and issuing authorities submitted to the Department's Grant Manager. Upon request, the Grantee will provide copies of obtained permits or permit related correspondence or documentation.

**Performance Standard:** The Department's Grant Manager will review the list of all issued permits to verify that it meets the specifications in the Grant Work Plan and this task description, and provide any comments to the Grantee for incorporation. Upon review and written acceptance of the list of all issued permits by the Department's Grant Manager, the Grantee may proceed with payment request submittal for costs associated with permitting.

## **Task 2: Construction**

**Task Description:** The Grantee will construct water and wastewater improvements in accordance with the final design(s) and required permits.

**Payment Request Schedule:** Grantee may submit a payment request for cost reimbursement no more frequently than once per month. The outlined Interim Deliverable(s) and/or Final Deliverable(s) must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

**Deliverable 2a:** 1) Signed acceptance of the completed work by the Grantee, 2) Contractor's Application and Certification for Payment, 3) dated color photographs of on-going work representing time period covered in payment request. These interim deliverables must be submitted 5 days prior to each payment request and may be submitted no more frequently than monthly.

**Performance Standard:** The Department's Grant Manager will review each submitted interim deliverable to verify that it meets the specifications in the Grant Work Plan and this task description and that work is being performed in accordance with the Grantee's construction contract documents and specifications. Upon review and written acceptance of each interim deliverable submittal by the Department's Grant Manager, the Grantee may proceed with payment request submittal for costs associated with that submittal period under this task.

Contractor's Application and Certification for Payment should include the following supporting documentation:

1. An itemized summary of the materials, labor, and/or services utilized during the period for which payment is being requested.
2. The summary should identify the nature of the work performed; the amount expended for such work; the name of the person/entity providing the service or performing the work; proof of payment of the invoices; and evidence of all work conducted for which a request for payment is being made.
3. Evidence may include references to any drafts or partially-complete designs, surveys, environmental documents and/or permit applications, drawings, and specifications (which must be made available upon request); and documentation demonstrating partial completion of construction activities.

**Deliverable 2b:** Water and Wastewater improvements, constructed as described in this task, as evidenced by these final deliverables: 1) Dated color photographs of the construction site(s) prior to, during, and immediately following completion of the construction task; 2) written verification that the Grantee has received record drawings and any required final inspection report(s) for the project; 3) signed acceptance of the completed work by the Grantee; and 4) signed statement from a Florida Licensed Professional Engineer indicating construction has been completed in accordance with the design.

**Performance Standard:** The Department's Grant Manager will review the final deliverables to verify that they meet the specifications in the Grant Work Plan and this task description and that work is being performed in accordance with the Grantee's construction contract documents. Upon review and written approval by the Department's Grant Manager of all final deliverables under this task, the Grantee may proceed with payment request submittal.

## **Task 3: Administration, Operation and Repair of Water and Wastewater Utility System**

**Task Description:** The Grantee will subcontract the Administrative, Operational and Repair Services for the water and wastewater utility system.

**Payment Request Schedule:** Grantee may submit a payment request for cost reimbursement no more frequently than once per month. The outlined Deliverable must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

**Deliverable 3:** An electronic copy of the Grantee's interlocal agreement with the City of Gulf Breeze for the administration, operation and repairs of the water and wastewater system submitted to the Department's Grant Manager provided prior to submitting any invoices for the subcontracted work.

**Performance Standard:** The Department's Grant Manager will review the deliverable to verify that it meets the specifications in the Grant Work Plan and this task description and that work is being performed in accordance with the Grantee's documents. Upon review and written acceptance by the Department's Grant Manager of the interim deliverables under this task, the Grantee may proceed with payment request submittal.

**Task 4: Construction Engineering Inspection Services**

**Task Description:** The Grantee will perform construction engineering inspection services. If the Grantee contracts these services, the Grantee will procure such services in accordance with state law.

**Deliverables:** 1) An electronic copy of the Grantee's executed contract(s) and scope of services for project management and/or engineering services submitted to the Department's Grant Manager provided prior to submitting any invoices for the subcontracted work. 2) engineering inspection reports associated with the inspection of the project.

**Performance Standard:** The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of the interim deliverables under this task, the Grantee may proceed with payment request submittal.

**PROJECT TIMELINE:** The tasks must be completed by the end of each task timeline and all deliverables must be received by the designated due date.

Task/ Deliverable No.	Task or Deliverable Title	Task Start Date	Task End Date	Deliverable Due Date/Frequency
1	<b>Design and Permitting</b>	7/1/2015	6/30/2018	
1a	30% Design			1/3/2018
1b	60% Design			3/31/2018
1c	Final Design			4/30/2018
1d	Permits			4/30/2018
2	<b>Construction</b>	7/1/15	6/30/18	
2a	Interim deliverables			Not more than once per month
2b	Final deliverables			6/30/18
3	<b>Administration, Operation and Repair of Water and Wastewater Utility System</b>	7/1/15	6/30/18	Not more than once per month
4	<b>Construction Engineering Inspection Services</b>	7/1/15	6/30/18	Not more than once per month

**BUDGET DETAIL BY TASK:**

Task No.	Budget Category	Budget Amount
1	Contractual Services	\$78,000
2	Contractual Services	\$864,800
3	Contractual Services	\$40,200
4	Contractual Services	\$17,000
<b>Total:</b>		<b>\$1,000,000</b>

**PROJECT BUDGET SUMMARY:** Cost reimbursable grant funding must not exceed the category totals for the project as indicated below.

Category Totals	Grant Funding, Not to Exceed, \$1,000,000
Contractual Services Total	\$1,000,000
<b>Total:</b>	<b>\$1,000,000</b>

Figure 1

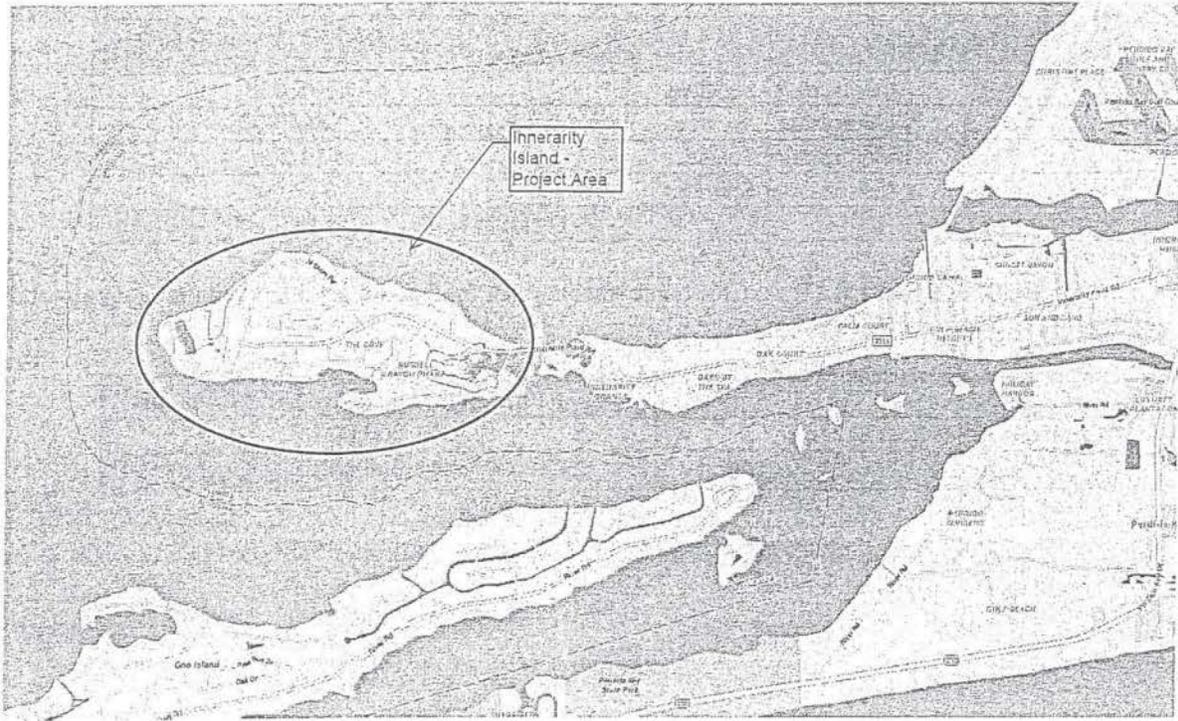
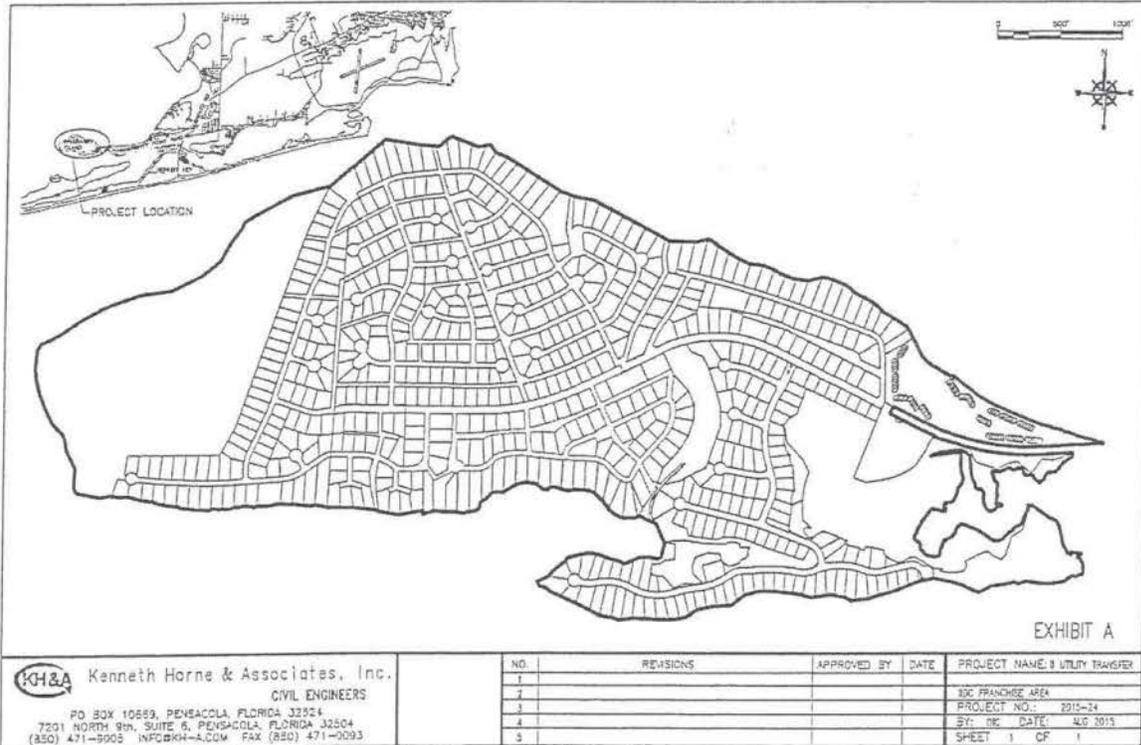


Figure 2



**KH&A** Kenneth Horne & Associates, Inc.  
 CIVIL ENGINEERS  
 PO BOX 10689, PENSACOLA, FLORIDA 32524  
 7201 NORTH 9TH, SUITE 6, PENSACOLA, FLORIDA 32504  
 (850) 471-9905 INFO@KH-A.COM FAX (850) 471-0093

NO.	REVISIONS	APPROVED BY	DATE	PROJECT NAME: 3 UTILITY TRANSFER
1				300 FRANCHISE AREA
2				PROJECT NO.: 2015-24
4				BY: ME DATE: AUG 2013
5				SHEET 1 OF 1

**ATTACHMENT B  
PAYMENT REQUEST SUMMARY FORM**

DEP Agreement No.: S0878 Agreement Effective Dates: \_\_\_\_\_

Grantee: Escambia County Grantee's Grant Manager: Jack R. Brown

Mailing Address: 221 Palafox Place; Suite 420; Pensacola, Florida 32502

Payment Request No. \_\_\_\_\_ Date of Payment Request: \_\_\_\_\_

Performance Period (Start date – End date): \_\_\_\_\_

Task/Deliverable No(s). \_\_\_\_\_ Task/Deliverable Amount Requested: \$ \_\_\_\_\_

GRANT EXPENDITURES SUMMARY SECTION

[Effective Date of Grant through End-of-Grant Period]

CATEGORY OF EXPENDITURE	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Salaries/Wages	SN/A	SN/A	SN/A	SN/A
Overhead/Indirect/G&A Costs	SN/A	SN/A	SN/A	SN/A
Fringe Benefits	SN/A	SN/A	SN/A	SN/A
Indirect Cost	SN/A	SN/A	SN/A	SN/A
Contractual (Subcontractors)	\$	\$	SN/A	SN/A
Travel (if authorized)	SN/A	SN/A	SN/A	SN/A
Equipment Purchases (if authorized)	SN/A	SN/A	SN/A	SN/A
Rental/Lease of Equipment	SN/A	SN/A	SN/A	SN/A
Other Expenses	SN/A	SN/A	SN/A	SN/A
Land (if authorized)	SN/A	SN/A	SN/A	SN/A
<b>TOTAL AMOUNT</b>	\$	\$	SN/A	SN/A
<b>TOTAL TASK/DELIVERABLE BUDGET AMOUNT</b>	\$		SN/A	
<b>Less Total Cumulative Payment Requests of:</b>	\$		SN/A	
<b>TOTAL REMAINING IN TASK</b>	\$		SN/A	

**GRANTEE CERTIFICATION**

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

**Grantee's Certification of Payment Request**

I, Jack R. Brown,

(Print name of Grantee's Grant Manager designated in the Agreement)

on behalf of Escambia County, do hereby certify that:

(Print name of Grantee/Recipient)

- The disbursement amount requested is for allowable costs for the project described in Attachment A of the Agreement.
- All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Check all that apply:

- All permits and approvals required for the construction, which is underway, have been obtained.
- Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.)      Period of Service (mm/dd/yy – mm/dd/yy)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Grantee's Grant Manager's Signature

Jack R. Brown

Print Name

(850) 595-4947

Telephone Number

\_\_\_\_\_  
Grantee's Fiscal Agent

Print Name

Telephone Number

**INSTRUCTIONS FOR COMPLETING  
PAYMENT REQUEST SUMMARY FORM**

**DEP AGREEMENT NO.:** This is the number on your grant agreement.  
**AGREEMENT EFFECTIVE DATES:** Enter agreement execution date through end date.  
**GRANTEE:** Enter the name of the grantee's agency.  
**GRANTEE'S GRANT MANAGER:** This should be the person identified as grant manager in the grant Agreement.  
**MAILING ADDRESS:** Enter the address that you want the state warrant sent.  
**PAYMENT REQUEST NO.:** This is the number of your payment request, not the quarter number.  
**DATE OF PAYMENT REQUEST:** This is the date you are submitting the request.  
**PERFORMANCE PERIOD:** This is the beginning and ending date of the performance period for the task/deliverable that the request is for (this must be within the timeline shown for the task/deliverable in the Agreement).  
**TASK/DELIVERABLE NO.:** This is the number of the task/deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).  
**TASK/DELIVERABLE AMOUNT REQUESTED:** This should match the amount on the "*TOTAL TASK/DELIVERABLE BUDGET AMOUNT*" line for the "*AMOUNT OF THIS REQUEST*" column.

**GRANT EXPENDITURES SUMMARY SECTION:**

**"AMOUNT OF THIS REQUEST" COLUMN:** Enter the amount that was expended for this task during the period for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of the task on the "*TOTAL TASK BUDGET AMOUNT*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

**"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN:** Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the task you are reporting on). Enter the column total on the "*TOTALS*" line. **Do not enter anything in the shaded areas.**

**"MATCHING FUNDS" COLUMN:** Enter the amount to be claimed as match for the performance period for the task you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTAL AMOUNT*" line for this column. Enter the match budget amount on the "*TOTAL TASK BUDGET AMOUNT*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

**"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN:** Enter the cumulative amount you have claimed to date for match by budget category for the task. Put the total of all on the line titled "*TOTALS.*" The final report should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

**GRANTEE'S CERTIFICATION:** Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.**

**NOTES:**

If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

## ATTACHMENT C

### Contract Payment Requirements Florida Department of Financial Services, Reference Guide for State Expenditures *Cost Reimbursement Contracts*

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.  
  
Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: [http://www.fldfs.com/aadir/reference\\_guide.htm](http://www.fldfs.com/aadir/reference_guide.htm)

**ATTACHMENT D**

**PROGRESS REPORT FORM**

<b>DEP Agreement No.:</b>	S0878		
<b>Grantee Name:</b>	Escambia County		
<b>Grantee Address:</b>	221 Palafox Place; Suite 420; Pensacola, FL 32502		
<b>Grantee's Grant Manager:</b>	Jack R. Brown	<b>Telephone No.:</b>	850 595-4947
<b>Reporting Period:</b>			
<b>Project Number and Title:</b>			
<p>Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.</p> <p><b>NOTE:</b> Use as many pages as necessary to cover all tasks in the Grant Work Plan.</p> <p><b><u>The following format should be followed:</u></b></p> <p><b>Task 1:</b></p> <p><b>Progress for this reporting period:</b></p> <p><b>Identify any delays or problems encountered:</b></p>			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. S0854 and accurately reflects the activities associated with the project.

\_\_\_\_\_  
 Signature of Grantee's Grant Manager  
 Jack R. Brown

\_\_\_\_\_  
 Date

## ATTACHMENT E

### SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

#### MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

#### AUDITS

##### **PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

## PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

## PART III: OTHER AUDIT REQUIREMENTS

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

## PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/fac/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

B. The Auditor General's Office at the following address:

State of Florida Auditor General  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

#### **PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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**EXHIBIT – 1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

<b>Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:</b>					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:</b>					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:</b>						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Revenue Fund, Line Item 1662A	2015-2016	37.039	Statewide Surface Water Restoration And Wastewater Projects	\$1,000,000.00	140047

<b>Total Award</b>					<b>\$1,000,000.00</b>	
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-11. Approval of Various Consent Agenda Items – Continued

11. Approving, and authorizing the Chairman to sign, the Florida Department of Environmental Protection Agreement Number S0878 Amendment Number 1, which includes the following changes (Funding Source: Fund 352, "Local Option Sales Tax III," Cost Center 110211, Object Code 56301, Project 16PF3502):

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

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

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

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

9. Memorandum of Agreement for Enterprise Florida Defense Grant Funding 

Motion made by Commissioner Barry, seconded by Commissioner Bergosh, and carried unanimously, approving, and authorizing the Chairman to sign, the *Memorandum of Agreement between Escambia County, Florida and the Pensacola Bay Area Chamber of Commerce, Inc., D/B/A Greater Pensacola Chamber for Enterprise Florida Defense Grant Funding*; specifically, this Agreement will provide funding for a Directional Sign Program to direct all visitors wishing to enter Pensacola Naval Air Station to the West Gate off of Blue Angel Parkway (Funding Source: tasks completed by the County will be completed on a cost reimbursement basis payable solely from Florida Defense Support Task Force Grant funding in an amount not to exceed \$225,000).

**DEP AGREEMENT NO. S0878  
ESCAMBIA COUNTY  
AMENDMENT NO. 1**

THIS AGREEMENT as entered into on the 8th day of March, 2016, between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department") and ESCAMBIA COUNTY (hereinafter referred to as the "Grantee") is hereby amended.

WHEREAS, the Grantee has requested a reallocation of the budget for the project; and,

WHEREAS, certain provisions of the Agreement need revision and several provisions need to be added to the Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. Section 3. of the Agreement is hereby deleted in its entirety and replaced with the following:

**FUNDING/CONSIDERATION/INVOICING:**

- A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis up to a maximum of \$1,000,000. It is understood that any additional funds necessary for the completion of this project are the responsibility of the Grantee. The parties hereto understand and agree that this Agreement does not require a match on the part of the Grantee.
- B. Prior written approval from the Department's Grant Manager shall be required for changes to this Agreement.
  - i. A Change Order to this Agreement is required when task timelines within the current authorized Agreement period change, and/or when the cumulative transfer of funds between approved budget categories, as defined in Attachment A, are less than ten percent (10%) of the total budget as last approved by the Department. All Change Orders are subject to the mutual agreement of both parties as evidenced in writing.
  - ii. A formal Amendment to this Agreement is required for changes which cause any of the following: an increase or decrease in the Agreement funding amount, a change in the Grantee's match requirements, a change in the expiration date of the Agreement, and/or changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment A, exceeds or is expected to exceed ten percent (10%) of the total budget as last approved by the Department. All Amendments are subject to the mutual agreement of both parties as evidenced in writing.
- C. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon the completion, submittal and approval of each deliverable identified in **Attachment A-1**, in accordance with the schedule therein. Reimbursement shall be requested utilizing **Attachment B, Payment Request Summary Form**. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: [http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/). All invoices for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Department no later than sixty (60) calendar days following the completion date of the Agreement, to assure the availability of funds for payment. All work performed pursuant to **Attachment A-1** must be performed on or

before the completion date of the Agreement, and the subsequent sixty-day period merely allows the Grantee to finalize invoices and backup documentation to support the final payment request.

- D. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. The Grantee shall comply with the minimum requirements set forth in **Attachment C, Contract Payment Requirements**. The Payment Request Summary Form shall be accompanied by supporting documentation and other requirements as follows for each deliverable: Reimbursement shall be limited to the following budget categories:

- i. Contractual (Subcontractors) – Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the project. All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. Subcontracts, which involve equipment purchases as part of an installation/retrofit or that include infrastructure and/or infrastructure improvements, as defined in Florida Chief Financial Officer (CFO) Memorandum No. 5 (2011-2012), must be capitalized in accordance with Chapter 691-72, Florida Administrative Code (F.A.C.). The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

For fixed-price (vendor) subcontracts, the following provisions shall apply:

- a. The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in **Attachment A-1**. Invoices submitted to the Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (i.e., Invitation to Bid or Request for Proposals) resulting in the fixed-price subcontract.
- b. The Grantee may request approval from the Department to award a fixed-price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed-price amount, the Grantee may proceed in finalizing the fixed-price subcontract.
- c. All subcontracts are subject to the provisions of paragraph 12 and any other appropriate provisions of this Agreement which affect subcontracting activities.
- DL. In addition to the invoicing requirements contained in paragraphs 3.C. and D. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect,

general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at [http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/).

- F.
- i. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
  - ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.
  - iii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

2. Section 5. of the Agreement is hereby deleted in its entirety and replaced with the following:

**REPORTS:**

- A. The Grantee shall utilize **Attachment D, Progress Report Form**, to describe the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly reports shall be submitted to the Department's Grant Manager no later than twenty (20) calendar days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.
- B. As stated in the letter dated July 17, 2015 from the Office of the Governor, the Grantee will identify the return on investment for this project and provide quarterly updates to the Governor's Office of Policy and Budget. The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at [env.roi@laspbs.state.fl.us](mailto:env.roi@laspbs.state.fl.us), and a copy shall also be submitted to the Department at [legislativeaffairs@dep.state.fl.us](mailto:legislativeaffairs@dep.state.fl.us).

3. Section 8. of the Agreement is hereby deleted in its entirety and replaced with the following:

**DEFAULT/TERMINATION/FORCE MAJEURE:**

- A. The Department may terminate this Agreement at any time if any warranty or representation made by Grantee in this Agreement or in its application for funding shall at any time be false or misleading in any respect, or in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
- B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days' written notice. If the Department terminates the Agreement for convenience, the Department shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.
- C. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Grantee shall promptly notify the Department orally. Within seven (7) calendar days, the Grantee shall notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Grantee's intended timetable for implementation of such measures. If the parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the Department may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement. Such agreement shall be confirmed by letter from the Department accepting, or if necessary, modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the Grantee, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the Grantee and/or the Department. The Grantee is responsible for the performance of all services issued under this Agreement. Failure to perform by the Grantee's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

4. Section 11. of the Agreement is hereby deleted in its entirety and replaced with the following:

**SPECIAL AUDIT REQUIREMENTS:**

- A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment E, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1 to Attachment E** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment E**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Development and Review Manager at (850) 245-2361 to request a copy of the updated information.
- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment E, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form

entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fldfs.com/fsaa>

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

5. Section 12. of the Agreement is hereby deleted in its entirety and replaced with the following:

**SUBCONTRACTS:**

- A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to paragraph 3.D. of this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- B. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

6. Section 16. of the Agreement is hereby deleted in its entirety and replaced with the following:

**NOTICE:**

All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. Any and all notices required by this Agreement shall be delivered to the parties at the addresses identified under paragraph 17.

7. Section 18. of the Agreement is hereby deleted in its entirety and replaced with the following:

**INSURANCE:**

- A. Providing and maintaining adequate insurance coverage is a material obligation of the Grantee. This insurance must provide coverage for all claims that may arise from the performance of the work specified under this Agreement, whether such work is performed by the Grantee, any sub-grantee, or Grantee's contractors. Such insurance shall include the State of Florida, the Department, and the State of Florida Board of Trustees of the Internal Improvement Trust Fund, as Additional Insureds for the entire length of the Agreement.
- B. Coverage may be by private insurance or self-insurance. The Grantee shall provide documentation of all required coverage to the Department's Grant Manager *prior to* performance of any work pursuant to this Agreement. All commercial insurance policies shall be with insurers licensed or

eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) calendar days' written notice (with the exception of non-payment of premium, which requires a 10-calendar-day notice) to the Department's Grant Manager. If the Grantee is self-funded for any category of insurance, then the Grantee shall provide documentation that warrants and represents that it is self-funded for said insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee for the entire length of the Agreement. The Grantee shall notify the Department's Grant Manager within 10 calendar days of any cancellation of insurance or coverage, change in insurance provider, or change in coverage limits. In the event of such changes, the Grantee shall provide documentation of required coverage to the Department's Grant Manager concurrent with such notification.

C. During the life of this Agreement, the Grantee shall secure and maintain insurance coverages as specified below. In addition, the Grantee shall include these requirements in any sub grant or subcontract issued for the performance of the work specified under this Agreement, unless such sub grant or subcontractor employees are covered by the protection afforded by the Grantee.

i. Workers' Compensation Insurance is required for all employees connected with the work of this project. Any self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide proof of adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected.

ii. Commercial General Liability insurance is required, including bodily injury and property damage. The minimum limits of liability shall be \$200,000 each individual's claim and \$300,000 each occurrence.

iii. Commercial Automobile Liability insurance is required, for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the Grantee or any of its contractors. The minimum limits of liability shall be as follows:

\$300,000	Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable
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\$300,000	Hired and Non-owned Automobile Liability Coverage
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iv. Other Insurance may be required if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. Questions concerning required coverage should be directed to the U.S. Department of Labor (<http://www.dol.gov/owcp/dlhwc/lcontac.htm>) or to the parties' insurance carrier.

8. Section 21. is deleted and replaced with RESERVED.

9. Section 27. of the Agreement is hereby deleted in its entirety and replaced with the following:

**EXECUTION IN COUNTERPARTS:**

This Agreement, and any Amendments or Change Orders thereto, may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-

mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

10. Section 30. is added to the Agreement as follows:

**PUBLIC RECORDS ACCESS:**

- A. Grantee shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. Grantee shall keep and maintain public records required by the Department to perform the services under this Agreement.
- B. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.
- C. If Grantee meets the definition of "Contractor" found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
  - i. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the Department. If the Department does not possess the requested records, the Department shall immediately notify the Grantee of the request, and the Grantee must provide the records to the Department or allow the records to be inspected or copied within a reasonable time. If Grantee fails to provide the public records to the Department within a reasonable time, the Grantee may be subject to penalties under s. 119.10, F.S.
  - ii. Upon request from the Department's custodian of public records, Grantee shall provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
  - iii. Grantee shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Grantee does not transfer the records to the Department.
  - iv. Upon completion of the Agreement, Grantee shall transfer, at no cost to Department, all public records in possession of Grantee or keep and maintain public records required by the Department to perform the services under this Agreement. If the Grantee transfers all public records to the Department upon completion of the Agreement, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to Department, upon request from the Department's custodian of public records, in a format that is accessible by and compatible with the information technology systems of Department.

- D. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-2118, by email at [ombudsman@dep.state.fl.us](mailto:ombudsman@dep.state.fl.us), or at the mailing address below:

**Department of Environmental Protection  
ATTN: Office of Ombudsman and Public Services  
Public Records Request  
3900 Commonwealth Blvd, Mail Slot 49  
Tallahassee, FL 32399**

11. Section 31. is added to the Agreement as follows:

**TERMINATION, FALSE CERTIFICATION, SCRUTINIZED COMPANIES, BOYCOTTING:**

Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement.

Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8),

F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

12. **Attachment A**, Project Work Plan, is hereby deleted in its entirety and replaced with **Attachment A-1**, Revised Project Work Plan, attached hereto and made a part of the Agreement. All references in the Agreement to **Attachment A** any prior **Attachment A**'s, shall hereinafter refer to **Attachment A-1**, Revised Project Work Plan.

IN WITNESS WHEREOF, the parties have caused this amendment to Agreement S0878 to be duly executed, the day and year last written below.

3-2-2017

Date Executed

Board of County Commissioners  
Escambia County, Florida

*[Signature]*  
D. B. Underhill, Chairman

ATTEST: Pam Childers  
Clerk of the Circuit Court

*[Signature]*  
Deputy Clerk



BCC Approved 03-02-2017

STATE OF FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

By: *[Signature]*  
Secretary or designee

Trina Vielhauer  
Print Name and Title of Authorized Person

Date: 3/22/17

*[Signature]*  
DEP Grant Manager

Tom Edwards  
Sandy Waters  
Sandy Waters, DEP OC Reviewer

FEID No.:59-6000598

Approved as to form and legal  
sufficiency.

By/Title: *[Signature]*  
Date: 3/26/17

\*For Agreements with governmental boards/ commissions: If someone other than the Chairperson signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the Grantee must accompany the Agreement.

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A-1	Revised Project Work Plan (5 Pages)

**ATTACHMENT A-1  
GRANT WORK PLAN**

**PROJECT TITLE:** Escambia County Innerarity Water and Sewer Upgrade

**PROJECT LOCATION:** The Project will be located on Innerarity Island in Escambia County, Florida. See Figures 1 and 2 for a location map and site plan.

**PROJECT BACKGROUND:** The Innerarity Island Development Corporation (IIDC) provided water and wastewater service to the residents of Innerarity Island in southwestern Escambia County. IIDC purchased water from the Emerald Coast Utilities Authority (ECUA) and resold it to the residents. Wastewater is currently collected in a gravity sewer system and conveyed via a system of lift stations and force mains to ECUA lift station No. 380. Wastewater is metered at the discharge of the lift station before leaving the island. The wastewater is metered and billed independently of the potable water. Water and sewer services provided in the past by IIDC were subject to regulation by the Public Service Commission of the State of Florida.

On January 27, 2014, the Innerarity Island Development Corporation formally filed a note of abandonment pursuant to Florida Statute 367.165(1), and on March 21, 2014 the First Judicial Circuit Court ordered Escambia County (Grantee) to become the receiver of this water and wastewater utility system. However, not only is long term ownership and maintenance outside of the capabilities of the County, the County also has no statutory authority to own and operate a water and wastewater system due to the Enabling Act of the ECUA. An agreement in principal has been reached between ECUA and the Grantee regarding future ownership and maintenance of the Innerarity Island Development Corporation's utilities, as well as options for financing mechanisms allowing ECUA to complete design and construction, as necessary, to bring the existing utility systems into compliance with current FDEP and ECUA standards.

The project will facilitate the transfer of ownership and maintenance of the systems to ECUA. This transition is critical so that an entity with adequate resources can accept the long term requirements that come with utility ownership. This is a necessity for the residents+ served by this system.

**PROJECT DESCRIPTION:** The Grantee will evaluate the current water and wastewater system, formerly owned by IIDC, and design the upgrades for the water and wastewater system infrastructure to meet the standards required by ECUA for a publicly owned and maintained water and wastewater utility system.

Water system improvements may consist of: a) relatively minor main relocations to remove encroachments of the water facilities from private properties or alternatively to relocations, easements could be secured with the assistance of the Innerarity Island Homeowners Association (II HOA) to negate the need for the relocations; b) installation of system isolation valves; c) fire hydrant additions; d) modification of dead end water lines to provide either flush valves or circulation loops; e) water service renewals to remove polybutylene tubing and replace meters with ECUA standard meters; and f) upgrade approximately 3,000 linear feet of existing 4-inch water main on North Shore Drive to 6-inch.

Sanitary sewer system improvements will consist primarily of the construction of a low pressure sewer system to replace all gravity collection on the island leaving only the relatively new gravity collection in the Russell Bayou development in service. The existing gravity sewer collection system was found to be prone to excessively heavy infiltration/inflow and to have many line segments laid at insufficient slope. Full replacement of the gravity sewer system was eliminated from consideration due to

excessive cost.

A budget reallocation is necessary due to the reasons listed:

Task 1 was changed from \$78,000 to \$45,000. The design fees are fully paid and came in lower than expected.

Task 2 was changed from \$864,800 to \$758,000. The construction costs are expected to be less based on a more refined design.

Task 3 was changed from \$40,200 to \$180,000. The actual fees paid to the City of Gulf Breeze for maintenance and operation have been running approximately \$10,000 per month which was higher than anticipated.

## **TASKS and DELIVERABLES:**

### **Task 1: Design and Permitting**

**Task Description:** The Grantee will procure professional engineering services in accordance with state law. The Grantee will complete the evaluation and design of upgrades to the water and wastewater system infrastructure and obtain all necessary permits for construction of the project. The Grantee will submit documentation of preconstruction activities, as described below.

**Deliverable 1a:** An electronic copy of the draft design at 30% completion submitted to the Department's Grant Manager for review prior to submittal of the draft design at 60% completion.

**Performance Standard:** The Department's Grant Manager will review the draft design at 30% completion to verify that it meets the specifications in the Grant Work Plan and this task description, and provide any comments to the Grantee for incorporation. Upon review and written acceptance of this submittal by the Department's Grant Manager, the Grantee may proceed with the payment request submittal for costs associated with this design document.

**Deliverable 1b:** An electronic copy of the draft design at 60% completion submitted to the Department's Grant Manager for review prior to submittal of the final design.

**Performance Standard:** The Department's Grant Manager will review the draft design at 60% completion to verify that it meets the specifications in the Grant Work Plan and this task description, and provide any comments to the Grantee for incorporation. Upon review and written acceptance of this submittal by the Department's Grant Manager, the Grantee may proceed with the payment request submittal for costs associated with this design document.

**Deliverable 1c:** An electronic copy of the final design, including professional certification as applicable. Upon request, the Grantee will provide a paper copy of the final design submittal.

**Performance Standard:** The Department's Grant Manager will review the final design to verify that it meets the specifications in the Grant Work Plan and this task description, and provide any comments to the Grantee for incorporation. Upon review and written acceptance of this submittal by the Department's Grant Manager, the Grantee may proceed with the payment request submittal for costs associated with this design document.

**Deliverable 1d:** A list of all required permits identifying issue dates and issuing authorities submitted to the Department's Grant Manager. Upon request, the Grantee will provide copies of obtained permits or permit related correspondence or documentation.

**Performance Standard:** The Department's Grant Manager will review the list of all issued permits to verify that it meets the specifications in the Grant Work Plan and this task description, and provide any comments to the Grantee for incorporation. Upon review and written acceptance of the list of all issued permits by the Department's Grant Manager, the Grantee may proceed with payment request submittal for costs associated with permitting.

**Payment Request Schedule:** Grantee may submit a payment request for cost reimbursement upon Department approval of each associated task deliverable.

### **Task 2: Construction**

**Task Description:** The Grantee will construct water and wastewater improvements in accordance with the final design(s) and required permits.

**Deliverable 2a:** Construction completed to date as described in this task, as evidenced by these interim deliverables: 1) Signed acceptance of the completed work by the Grantee, 2) Contractor's Application and Certification for Payment, 3) dated color photographs of on-going work representing time period covered in payment request. These interim deliverables must be submitted 5 days prior to each payment request and may be submitted no more frequently than monthly.

**Performance Standard:** The Department's Grant Manager will review each submitted interim deliverable to verify that it meets the specifications in the Grant Work Plan and this task description and that work is being performed in accordance with the Grantee's construction contract documents and specifications. Upon review and written acceptance of each interim deliverable submittal by the Department's Grant Manager, the Grantee may proceed with payment request submittal for costs associated with that submittal period under this task.

Contractor's Application and Certification for Payment should include the following support documentation:

1. An itemized summary of the materials, labor, and/or services utilized during the period for which payment is being requested.
2. The summary should identify the nature of the work performed; the amount expended for such work; the name of the person/entity providing the service or performing the work; proof of payment of the invoices; and evidence of all work conducted for which a request for payment is being made.
3. Evidence may include references to any drafts or partially-complete designs, surveys, environmental documents and/or permit applications, drawings, and specifications (which must be made available upon request); and documentation demonstrating partial completion of construction activities.

**Deliverable 2b:** Water and Wastewater improvements, constructed as described in this task, as evidenced by these final deliverables: 1) Dated color photographs of the construction site(s) prior to, during, and immediately following completion of the construction task; 2) written verification that the Grantee has received record drawings and any required final inspection report(s) for the project; 3) signed acceptance of the completed work by the Grantee; and 4) signed statement from a Florida Licensed Professional Engineer indicating construction has been completed in accordance with the design.

**Performance Standard:** The Department's Grant Manager will review the final deliverables to verify that they meet the specifications in the Grant Work Plan and this task description and that work is being performed in accordance with the Grantee's construction contract documents. Upon review and written approval by the Department's Grant Manager of all final deliverables under this task, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** Grantee may submit a payment request for cost reimbursement no more frequently than once per month. The outlined Interim Deliverable(s) and or Final Deliverable(s) must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

### **Task 3: Administration, Operation, and Repair of Water and Wastewater Utility System**

**Task Description:** The Grantee will subcontract the Administrative, Operational and Repair Services for the water and wastewater utility system.

**Deliverable:** An electronic copy of the Grantee's interlocal agreement with the City of Gulf Breeze for the administration, operation and repairs of the water and wastewater system submitted to the Department's Grant Manager provided prior to submitting any invoices for the subcontracted work.

**Performance Standard:** The Department's Grant Manager will review the deliverable to verify that it meets the specifications in the Grant Work Plan and this task description and that work is being performed in accordance with the Grantee's documents. Upon review and written acceptance by the Department's Grant Manager of the interim deliverables under this task, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** Grantee may submit a payment request for cost reimbursement no more frequently than once per month. The outlined Deliverable must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

**Task 4: Construction Engineering Inspection Services**

**Task Description:** The Grantee will perform construction engineering inspection services. If the Grantee contracts these services, the Grantee will procure such services in accordance with state law.

**Deliverables:** 1) An electronic copy of the Grantee's executed contract(s) and scope of services for project management and/or engineering services submitted to the Department's Grant Manager provided prior to submitting any invoices for the subcontracted work. 2) engineering inspection reports associated with the inspection of the project.

**Performance Standard:** The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of the interim deliverables under this task, the Grantee may proceed with payment request submittal.

**PROJECT TIMELINE & BUDGET DETAIL:** The tasks must be completed by the end of each task timeline and all deliverables must be received by the designated due date.

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Task End Date
1	Design and Permitting	Contractual Services	\$45,000	7/1/2015	6/30/2018
2	Construction	Contractual Services	\$758,000	7/1/2015	6/30/2018
3	Administrative, Operation & Repair of Water and Wastewater Utility System	Contractual Services	\$180,000	7/1/2015	6/30/2018
4	Construction Engineering Inspection Services	Contractual Services	\$17,000	7/1/2015	6/30/2018
Total:			\$1,000,000		

Figure 1

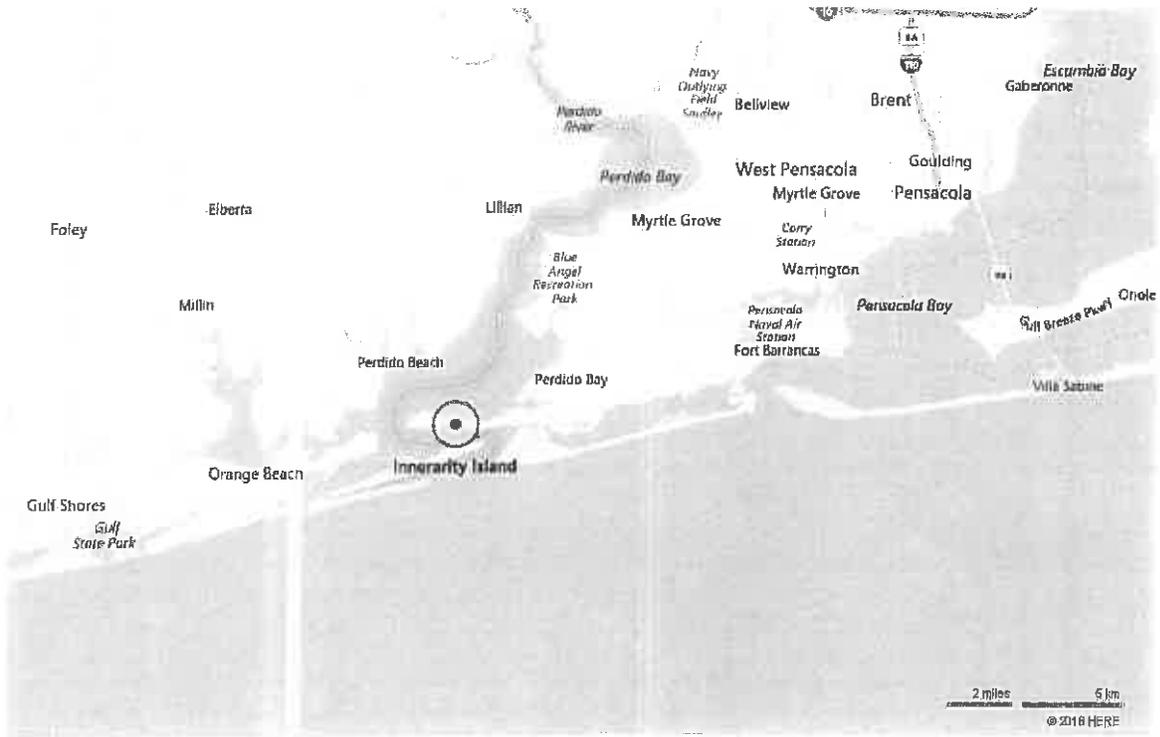
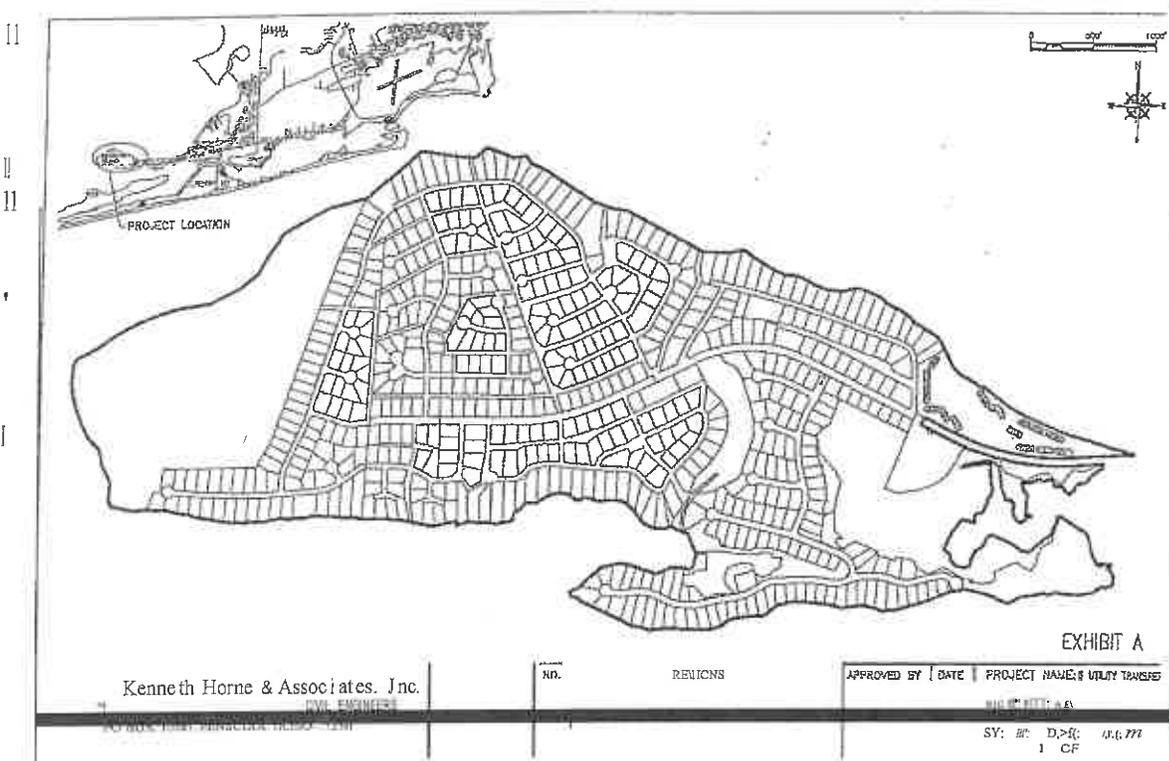


Figure 2



Kenneth Horne & Associates, Inc.

NR.

REVISIONS

APPROVED BY | DATE | PROJECT NAME & UTILITY TRAVEL

SY: 001 D: 1/11/11  
1 CF

7201 NORTH 9TH, SUITE 6, PENSACOLA, FLORIDA 32504  
(850) 471-9005 INFO@KH-A.COM FAX (850) 471-0093



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

**AI-12850** **County Administrator's Report 10. 22.**  
**BCC Regular Meeting** **Budget & Finance Consent**

**Meeting Date:** 09/21/2017  
**Issue:** Change Order to BKW, Inc. for the Shadow Grove Subdivision Drainage Improvements Project  
**From:** Joy D. Blackmon, P.E., Director  
**Organization:** Public Works  
**CAO Approval:**

**RECOMMENDATION:**

Recommendation Concerning a Change Order to BKW, Inc., for the Shadow Grove Subdivision Drainage 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 BKW, Inc. for the Shadow Grove Subdivision Drainage Improvement Project:

Department:	Public Works
Division:	Engineering/Infrastructure Division
Type:	Addition
Amount:	\$1,314,800.88
Vendor:	BKW, Inc.
Project Name:	Shadow Grove Subdivision Drainage Improvements
Contract:	PD 15-16.099
PO#:	170793
CO#:	2
Original Contract Award:	\$1,071,051.81
Cumulative Amount of Change Orders Through this CO:	\$1,348,902.70
New Contract Total:	\$2,419,954.51

[Funding Source: Fund 112, "Disaster Recovery Fund," Cost Center 330493, Object Code 54612/56301, Project #ESDPW09]

## **BACKGROUND:**

Meeting in regular session on November 3, 2016, the Board approved Contract PD 15-16.099, Shadow Grove Subdivision Drainage Improvements. Shadow Grove Subdivision received significant damage from the April 2014 Storm Event that impacted Escambia County, and was subsequently identified as a FEMA-eligible project. The Project Worksheet (PW) was prepared and submitted by FEMA, and their initial guidance by the PW author on this project was to minimize our repair efforts and costs. There was no Hazard Mitigation Proposal (HMP) prepared by the PW author.

Currently, the Shadow Grove project is under construction and is approximately 60% complete. Immediately prior to construction, it became apparent that the PW did not adequately cover the scope of the damage. A revision to the PW was submitted and accepted by FEMA. As construction continued, the PW scope increased and an HMP became necessary.

Escambia County has experienced excessive rainfall throughout May, June, July and August of 2017. Unexpected erosion, high groundwater issues, and unstable soil conditions within and surrounding the project area has made construction difficult within the middle stormwater management area. This is continuing to delay construction, and is creating unsafe conditions for the contractor and adjacent property owners. In July, a voucher was issued for geotechnical services to evaluate the groundwater and soil conditions to provide recommendations so construction could safely continue.

It was determined that a perimeter sheet pile type wall would be necessary and crucial to protect surrounding properties, to complete construction safely, and to deliver a successful and sustainable repair result. The 200-foot modular-type cantilever retaining wall originally specified would no longer be effectively long enough or deemed suitable for the soils and groundwater conditions.

Structural design for a perimeter sheet pile retaining wall for the middle pond is underway; the design and construction costs associated with the sheet pile retaining wall system will be submitted to FEMA for reimbursement. Mr. Jim Riddell, the Florida Department of Emergency Management (FDEM) representative, met with staff on August 17, 2017, and provided guidance on how to proceed with a PW revision to reflect the required sheet pile design change and installation, and suggestions for an HMP to be written for the construction changes needed.

The original construction cost was \$1,071,051.81. Change Order #1, in the amount of \$34,101.82, has already been approved, bringing the total current construction cost to \$1,105,153.63. This Change Order, #2, includes additional unit price quantities due to a utility conflict. The expected increase for this additional work is \$1,314,800.88.

The FEMA deadline for this project is May 4, 2018.

## **BUDGETARY IMPACT:**

Funds for this Change Order are available in Fund 112 "Disaster Recovery Fund", Cost Center 330493, Object Code 54612/56301, Project #ESDPW09.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance Article II, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

Upon approval of this recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

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**Attachments**

Change Order 2 Spreadsheet

Original PO/Agreement/Board Action

Change Order 1

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**Shadow Grove Sheet Pile Retaining Wall Design and Drainage Revisions  
Probable Construction Cost Estimate**

Bid Item No.	Item	Unit	Quantity	Unit Price	Item Price
1	Erosion Control (Including SWPPP Implementation, NPDES General Permit, replacement, etc.)	LS	1	\$10,000.00	\$10,000.00
2	Clearing and Grubbing (Includes Removal of Existing Trees)	LS	1	\$12,000.00	\$12,000.00
3	Earthwork Fill (Excavation, Haul, and Install, On-Site)	CY	2,725	\$25.00	\$68,125.00
4	Earthwork Establishing Grade	SY	3,164	\$1.12	\$3,543.68
5	Grade Pond Slopes	SY	2,500	\$0.84	\$2,100.00
6	Construction Access Ramp (includes 5" GAB and filter fabric)	SY	233	\$59.80	\$13,933.40
7	18" CPVC Pipe, 0'-6' Depth	LF	895	\$76.72	\$68,664.40
8	Storm Sewer Manhole	EA	1	\$6,000.00	\$6,000.00
9	Centipede Sod	SY	3,164	\$3.88	\$12,276.32
10	6' Chain Link Fence	LF	700	\$13.62	\$9,534.00
11	6' Wood Privacy Fence (Non Alternating Boards)	LF	1,130	\$20.45	\$23,108.50
12	Remove Existing Wood Privacy Fence	LF	749	\$8.22	\$6,156.78
13	Remove Existing Chain Link Fence	LF	775	\$6.20	\$4,805.00
14	Sheet Pile Retaining Wall	SF	24,273	\$38.65	\$938,151.45
15	Underdrain	LF	675	\$25.00	\$16,875.00
<b>TOTAL =</b>				<b>\$1,195,273.53</b>	
<b>Total with Contingency (10%) =</b>				<b>\$1,314,800.88</b>	

**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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 5615 DUVAL STREET  
 PENSACOLA FL 32503

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 ] ENGINEERING  
 ENGINEERING DEPARTMENT  
 3363 WEST PARK PLACE  
 PENSACOLA FL 32505  
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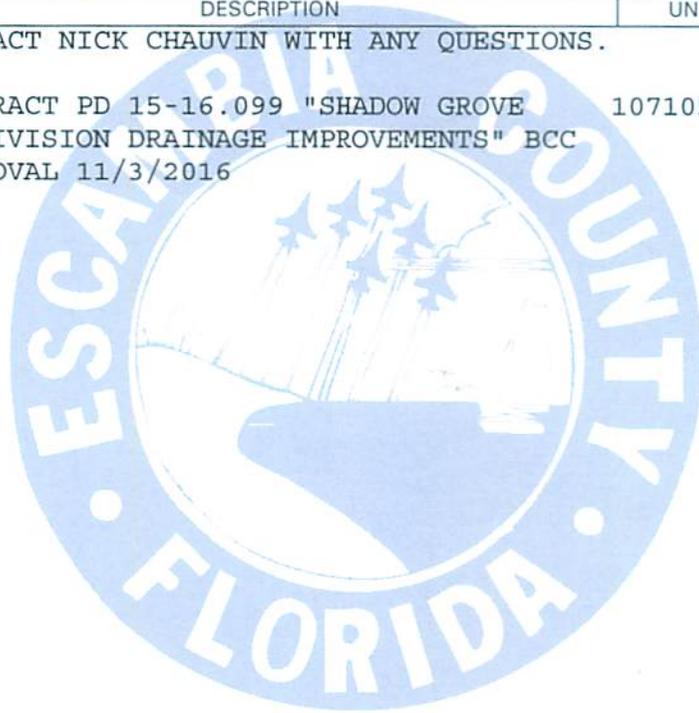
ORDER DATE: 11/08/16	BUYER: PAUL NOBLES	REQ. NO.: 17000863	REQ. DATE: 11/04/16
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TERMS: NET 30 DAYS	F.O.B.: JOB SITE	DESC.: PD 15-16.099
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ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
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CONTACT NICK CHAUVIN WITH ANY QUESTIONS.

01	1.00	LOT	CONTRACT PD 15-16.099 "SHADOW GROVE SUBDIVISION DRAINAGE IMPROVEMENTS" BCC APPROVAL 11/3/2016	1071051.8100	1,071,051.81
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ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	1,071,051.81
01	330493 54612	1,071,051.81	ESDPW09	<b>TOTAL \$</b>	<b>1,071,051.81</b>

**APPROVED BY**

*Amey Lovoy for JB 11/30/16*

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

20. See Page 47.
21. Approving, and authorizing the County Administrator to sign, the Agreement between Escambia County, Florida, and BKW, Inc., per the terms and conditions of PD 15-16.099, Shadow Grove Subdivision Drainage Improvements, for a lump sum of \$1,071,051.81 (Funding: Fund 112, Disaster Recovery Fund, Cost Center 330493, Object Code 54612/56301, Project Code ESDPW09).
22. Taking the following action concerning the contract award for Beach Haven Northeast Drainage and Sanitary Sewer Project, Phase I (Funding: Fund 118, National Fish & Wildlife Foundation Ph1, Cost Center 222002, Object Code 56301 – \$4,977,250; Fund 110, FDEP 319 Grant Ph1, Cost Center 221024, Object Code 56301 – \$500,000; Fund 352, Emerald Coast Utilities Authority [ECUA] Ph1, Cost Center 210107, Object Code 56301, Project Number 08EN0272 – \$3,562,947.75; Fund 352, Local Option Sales Tax [LOST] III, Cost Center 222002, Cost Center 210107, Object Code 56301, Project Number 08EN0272 – \$1,347,599; Fund 151, CRA Ph1 Sidewalks, Cost Center 370114, Object Code 56301 – \$109,325; and Fund 352, ECUA LOST, Cost Center 210107, Object Code 56301, Project Number 08EN0272 – \$28,384):
  - A. Approving, and authorizing the County Administrator to sign, the Agreement between Escambia County, Florida, and Phoenix Construction Services, Inc., per the terms and conditions of PD 15-16.94, Beach Haven Northeast Drainage and Sanitary Sewer Project, Phase I, for a lump sum of \$10,497,122.21;
  - B. Approving Amendment No. 1 to the Interlocal Cost-Sharing Agreement between the Emerald Coast Utilities Authority and the County of Escambia for construction services for the Beach Haven Northeast Drainage, Roadway, and Sanitary Sewer Improvement Project Phase 1; and
  - C. Authorizing the Chairman or Vice Chairman to sign the amended Interlocal Cost-Sharing Agreement.
23. See Page 48.

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

1-10. Approval of Various Consent Agenda Items – Continued

10. Reappointing Terrence William Brotherton to the Human Services Appropriations Committee, to serve a three-year term, effective November 7, 2016, through November 6, 2019.

Mr. Brotherton was the only citizen who responded after a General Alert was posted on the County's website from September 30, 2016, to October 12, 2016, informing the public that the Escambia County Board of County Commissioners was seeking residents interested in volunteering for appointment to the Human Services Appropriations Committee.

II. BUDGET/FINANCE CONSENT AGENDA

1-24. Approval of Various Consent Agenda Items

Motion made by Commissioner Underhill, seconded by Commissioner May, and carried unanimously, approving Consent Agenda Items 1 through 24, as follows, with the exception of Items 3, 6, 7, 8, 9, 18, 20, and 23, which were held for separate votes: ►

1. Approving the issuance of blanket and/or individual Purchase Orders, in excess of \$50,000, based upon previously awarded Contracts, per the following, for the Public Safety Department, for Fiscal Year 2016/2017 (Funding: Fund 143, Fire Services, Cost Center 330206, Fire Services; Fund 408, Emergency Medical Services, Cost Center 330302):

	Vendor	Amount	Contract Number
1	Ten-8 Fire Equipment	\$150,000	PD 13-14.017
2	Ward International Trucks	\$300,000	SS 16-17.002
3	Howell Tires	\$60,000	PD 14-15.087

**STANDARD CONSTRUCTION CONTRACT  
DOCUMENTS**

**FOR**

**AGREEMENT BETWEEN  
THE BOARD OF COUNTY COMMISSIONERS OF  
ESCAMBIA COUNTY, FLORIDA**

**AND**

**BKW, INC.**

**FOR**

**PD 15-16.099, SHADOW GROVE SUBDIVISION DRAINAGE IMPROVEMENTS**

**FORM D: Road/Drainage**

**(Revised June 2016)**

**STANDARD CONSTRUCTION CONTRACT DOCUMENTS  
FORM D**

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**Shadow Grove Subdivision Drainage Improvements, August 2016**

Exhibit I/ Working Drawings / Plans prepared by Engineer and Identified as Follows:

<b>Sheet No.</b>	<b>Description</b>
C1	Key Sheet
C2	General Notes
C3	Summary of Pay Items
C4	Drainage Map
C5	Project Layout
C6	Demolition Plan
C7	Proposed Improvements
C8-C11	Outflow Special Profile
C12-C13	Inflow Special Profile
C14	Lower Pond
C15	Middle Pond
C16	Middle Pond Details
C17	Middle Pond Cross Sections
C18	Upper Pond
C19	Upper Pond Details

<b>C20</b>	<b>Upper Pond Cross Sections</b>
<b>C21</b>	<b>Drainage Structures</b>
<b>C22</b>	<b>Construction Details</b>
<b>C23</b>	<b>Stormwater Pollution Prevention Plan</b>

**Shadow Grove Middle Pond Retaining Walls**

**Exhibit J/Supplemental Terms and Conditions**

**Exhibit K/Federal Documents (if applicable)**

**Exhibit L/Solicitation Documents Index**

**AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA  
AND BKW, INC. FOR STANDARD ROAD/DRAINAGE  
CONSTRUCTION CONTRACT DOCUMENTS.**

**THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA,** ("County"), hereby contracts with BKW, Inc., a Florida corporation for profit, to perform all work ("Work") in connection with PD 15-16.099, Shadow Grove Subdivision Drainage Improvements ("Project"), as detailed in the attached Plans and Specifications and other Contract Documents hereafter specified.

**SECTION 1. CONTRACT DOCUMENTS**

- A.** The Contract Documents include this Agreement, including Amendments and Exhibits, the Exhibits described in Section 6, Change Orders, Work Directive Changes, Field Orders and the solicitation documents, including addenda. These Contract Documents are incorporated by reference and made a part of this Agreement. A copy of all Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.
  
- B.** In case of any inconsistency or conflict among the provisions of the agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of the Agreement shall control. Concerning the Contract Documents, the order of precedence shall be as follows: 1) the Agreement, including Amendments and Exhibits; 2) Change Orders; 3) Work Directive Changes; 4) Field Orders; 5) the Solicitation Documents, including addenda. The Contract Documents listed above represent the entire and integrated agreement between the parties hereto, and supersede prior negotiations, representations, or agreements, either written or oral.
  
- C.** County shall furnish to the Contractor up to four (4) sets of the Contract Documents for execution of the Work. Additional copies of the Contract Documents are available at the cost of reproduction.

**SECTION 2. SCOPE OF WORK**

Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the Work required by the Contract Documents.

**SECTION 3. CONTRACT AMOUNT**

For satisfactory completion of the Work the County agrees to pay the Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement:

**One Million Seventy One Thousand Fifty One Dollars and Eighty One Cents  
(\$1,071,051.81)**

#### **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 Eighty (180) calendar days from the Commencement Date. The Work shall be fully completed and deemed ready by the County for final completion within Thirty (30) calendar days from the Substantial Completion Date. The Contract Time shall be the time period from the Commencement Date to the date of final completion totaling Two Hundred Ten (210) 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: Shadow Grove Subdivision Drainage Improvements, August 2016  
Plans & Standard Details prepared by or for County and Identified as follows:

<b>Sheet No.</b>	<b>Description</b>
C1	Key Sheet
C2	General Notes
C3	Summary of Pay Items
C4	Drainage Map
C5	Project Layout
C6	Demolition Plan
C7	Proposed Improvements
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C19	Upper Pond Details
C20	Upper Pond Cross Sections
C21	Drainage Structures
C22	Construction Details
C23	Stormwater Pollution Prevention Plan

Shadow Grove Middle Pond Retaining Walls

Exhibit K: Federal Documents (if applicable)  
Exhibit L: Solicitation Documents Index

**SECTION 7. NOTICES**

A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing. All correspondence with the County should be addressed as follows:

Public Works/Engineering  
3363 West Park Place  
Pensacola, Florida 32505  
Attention: Nick Chauvin, Engineering Project Coordinator

B. All correspondence with the Contractor will be addressed to the following:

BKW, Inc.  
5615 Duval Street  
Pensacola, Florida 32503  
Attention: Karen Webb, 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 BKW, Inc. signing by and through its President, duly authorized to execute same.

**COUNTY:**

**Escambia County, Florida**, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

Witness: *[Signature]*

Witness: *[Signature]*

By: *[Signature]*

Jack R. Brown, County Administrator

Date: 11/30/16

**CONTRACTOR:**

**BKW, Inc.**, a Florida Corporation, authorized to do business in the State of Florida.

By: *[Signature]*

Its: Karen Webb, President

Date: 11/18/16

ATTEST: Corporate Secretary

By: *[Signature]*  
Secretary



BCC Approved: November 3, 2016

**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.
  
- 1.1. 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.
  
- 1.2. 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.
  
- 1.3. "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 1. INVESTIGATION AND UTILITIES**

- 1.1. 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.

- 1.2. 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 2. SCHEDULE**

- 2.1. 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.
- 2.2. 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 3. PROGRESS PAYMENTS**

- 3.1. 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.
- 3.2. 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.
- 3.3. 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.

- 3.4.** 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.
- 4.6** 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.

- 4.7 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 4. PAYMENTS WITHHELD**

- 4.1. 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 5. FINAL PAYMENT**

- 5.1. 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.
- 5.2. 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 6. SUBMITTALS AND SUBSTITUTIONS**

- 6.1. 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.

- 6.2. 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.
- 6.3. 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.
- 6.4. 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.
- 6.5. 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.
- 6.6. 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 7. DAILY REPORTS, AS-BUILTS, AND MEETINGS**

- 7.1. 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:

- 7.1.1. 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;
- 7.1.2. Soil conditions which adversely affect the Work;
- 7.1.3. The hours of operation by Contractor's personnel and subcontractor's personnel;
- 7.1.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;
- 7.1.5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);
- 7.1.6. Description of Work being performed at the Project site;
- 7.1.7. Any unusual or special occurrences at the Project site;
- 7.1.8. 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.

- 7.2. 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.
- 7.3. 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 8. CONTRACT TIME AND TIME EXTENSIONS**

- 8.1.** 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.
- 8.2.** 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.
- 8.3.** 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.
- 8.4.** Requests for delays due to adverse weather conditions shall meet all of the following conditions:
  - 8.4.1.** Contractor notified the County in writing within forty-eight (48) hours of the delay.
  - 8.4.2.** The weather was unusual as documented by supporting data.
  - 8.4.3.** The weather did have an adverse impact on the contractor's schedule (critical path only).
  - 8.4.4.** 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 9. CHANGES IN THE WORK**

- 9.1.** 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.

- 9.2. 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.
- 9.3. 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.
- 9.4. 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.
- 9.5. 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.
- 9.6. 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 10. CLAIMS AND DISPUTES**

- 10.1. 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.
- 10.2. 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.

- 10.3. 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 11. OTHER WORK**

- 11.1. 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.
- 11.2. 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.
- 11.3. 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 12. 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.
- 13.3** 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.
- 13.4** 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.

- 13.5** 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."
- 13.6** 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.
- 13.7** 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.
- 13.8** 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 13. 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 14. CLEANUP AND PROTECTIONS**

- 14.1. 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.
- 14.2. 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 15. ASSIGNMENT**

- 15.1. 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 16. PERMITS, LICENSES AND TAXES**

- 16.1. 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.
- 16.2. 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.
- 16.3. 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 17. TERMINATION FOR DEFAULT**

- 17.1. 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.

- 17.2.** 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.
- 17.3.** 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.
- 17.4.** 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.
- 17.5.** 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.
- 17.6.** 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 18. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION**

- 18.1. 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.
- 18.2. 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 19. COMPLETION**

- 19.1. 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.
- 19.2. 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.

- 19.3. 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 20. WARRANTY**

- 20.1. 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 21. PROJECT LAYOUT AND CONTROL**

- 21.1. 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.

- 21.2. 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.
- 21.3. 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 22. TESTS AND INSPECTIONS**

- 22.1. County, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the Work for all required inspections, tests or approvals.
- 22.2. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility 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.
- 22.3. If any Work that is to be inspected, tested or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from County, such Work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.
- 22.4. 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.
- 22.5. 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 23. DEFECTIVE WORK**

- 23.1.** 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.
- 23.2.** If the County considers it necessary or advisable that covered Work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.
- 23.3.** If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the Work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.
- 23.4.** Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor 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.
- 23.5.** If Contractor fails, within a reasonable time after the written notice from County, to correct defective Work or to remove and replace rejected defective Work as required by County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possessions of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All

direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

#### **Section 24. SUPERVISION AND SUPERINTENDENTS**

24.1. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent 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 25. PROTECTION OF WORK**

- 25.1. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.
- 25.2. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

#### **Section 26. EMERGENCIES**

26.1. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from County is obligated to act to prevent threatened damage, injury or loss. Contractor shall give County written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the County determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

**Section 27. USE OF PREMISES**

- 27.1. Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.
- 27.2. 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 28. SAFETY**

- 28.1. 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:
- 28.1.1. All employees of the Work and other persons and/or organizations who may be affected thereby;
- 28.1.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and
- 28.1.3. Other property on Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.
- 28.2. The Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.
- 29.3 The Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.
- 29.4 The Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in **Exhibit C** of this Agreement.

**Section 30. PROJECT MEETINGS**

Prior to the commencement of Work, the Contractor shall attend a pre-construction conference with the County to discuss the Progress Schedule, procedures for handling shop drawings and other

submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the County with respect to the Project, when directed to do so by County. Contractor shall have its subcontractors and suppliers attend all such meetings (including the pre-construction conference) as may be directed by the County.

**EXHIBIT B**  
**PERFORMANCE AND PAYMENT BOND**

BOND NO. \_\_\_\_\_

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:** That

\_\_\_\_\_  
\_\_\_\_\_  
(Insert name, address, and phone number of contractor), as Principal, and

\_\_\_\_\_, (Insert full name, home office address and phone number of surety) as Surety, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as Obligee in the sum of

\_\_\_\_\_ Dollars (\$\_\_\_\_\_), for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these present.

**WHEREAS**, Principal has entered into a contract dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, with Obligee for Contract No. \_\_\_\_\_,

\_\_\_\_\_  
\_\_\_\_\_  
(Insert name of project, including legal description, street address of property and general description of improvement) in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

**THE CONDITION OF THIS BOND** is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and
2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract; and
3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force; and
4. Principal understands and agrees that this bond shall remain in full force and effect throughout the two (2) year warranty period after substantial completion of the work.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Obligee.

**IN WITNESS WHEREOF**, the above parties have executed this instrument this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
\_\_\_\_\_

**PRINCIPAL:**

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Witnesses as to Principal

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me OR has produced \_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires:

\_\_\_\_\_  
(Signature)  
Name: \_\_\_\_\_  
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of \_\_\_\_\_  
Serial No., If Any: \_\_\_\_\_

ATTEST:

SURETY: \_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Printed Name)  
OR

\_\_\_\_\_

\_\_\_\_\_  
As Attorney In Fact (Attach Power)

\_\_\_\_\_  
Witnesses

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Telephone Number)

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_ by \_\_\_\_\_, as \_\_\_\_\_ of

\_\_\_\_\_ as Surety, on behalf of Surety. He/she is personally known to me  
OR has produced \_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires:

\_\_\_\_\_  
(Signature)  
Name: \_\_\_\_\_  
(Legibly Printed)  
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)  
Notary Public, State of \_\_\_\_\_

(AFFIX OFFICIAL SEAL)

Serial No., If Any: \_\_\_\_\_

ATTEST:

SURETY: \_\_\_\_\_

(Printed Name)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Witness

(Business Address)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Printed Name)

OR

\_\_\_\_\_  
As Attorney In Fact (Attach Power)

\_\_\_\_\_  
Witnesses

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Telephone Number)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of

\_\_\_\_\_ as Surety, on behalf of Surety. He/she is personally known to me

OR has produced \_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

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

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of \_\_\_\_\_

Serial No., If Any: \_\_\_\_\_

**EXHIBIT C**  
**INSURANCE AND SAFETY**

**INSURANCE - BASIC COVERAGES REQUIRED**

The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such on policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the Contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations, which arise out of this agreement, contract or lease.

**Workers Compensation Coverage**

The Contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the

provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

### **General, Automobile And Excess Or Umbrella Liability Coverage**

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

### **General Liability Coverage - Occurrence Form Required**

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

### **Business Auto Liability Coverage**

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

### **Excess or Umbrella Liability Coverage**

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

### **Evidence/Certificates of Insurance**

Required insurance shall be documented in Certificates of Insurance. If and when required by the County, Certificates of Insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each Certificate of Insurance.

New Certificates of Insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the Contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information.

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:  
Escambia County  
Attention: Paul R. Nobles, CPPO, CPPB, Senior Purchasing Coordinator  
Office of Purchasing  
P.O. Box 1591  
Pensacola, FL 32597-1591  
Fax (850) 595-4805
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For Commercial General Liability coverage the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

## **MINIMUM PROJECT SAFETY REQUIREMENTS**

The following safety requirements represent the minimum condition, which shall be met by all Contractors and subcontractors performing work for Escambia County: Reported or observed violations of Federal and State laws and regulations, or County ordinances shall be brought to the attention of the County project manager and County's Department of Safety and Risk Services and shall be immediately corrected by the Contractor. Additionally, the County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that any such stoppage will not shift responsibility for any damages from the Contractor to the County. Failure to comply with required safety procedures shall result in the suspension of the Work of the Contractor until such time as his operations are brought into compliance. Items which are not corrected or that are disputed by the Contractor may be referred by the County's Department of Safety and Risk Services for inspection or interpretation. The Contractor shall take reasonable precautions for work place safety and shall provide reasonable protection to prevent damage, injury, or loss to employees on the work site and to other persons who may be affected by the Work.

- (1)** Prior to the commencement of the project, the Contractor and all subcontractors shall provide to the County a written copy of their respective safety and health plans for review as part of the pre-submittal bid package.
- (2)** The Contractor shall establish and maintain an access control system at the work site, including a daily sign-in log, for all visitors, including County and regulatory personnel. Prior to commencement of construction, the project manager may designate specific individuals for routine access so that their duties are not impeded. All visitors that are not pre-approved for admittance shall be escorted through the project by either a Contractor representative or by the project manager or designee.
- (3)** The Contractor shall provide all necessary safety equipment for County staff, employees, and visitors to enter the work site. This equipment may include hard hats, hearing protection, safety glasses, or any other safety items deemed necessary by the Contractor or required by State or Federal safety regulations.
- (4)** Construction vehicles on the work site shall always be operated in a safe manner. The Contractor shall take appropriate action to ensure the safety of County staff, visitors, and the general public while operating work vehicles at a "controlled" construction site. Where conditions warrant, or at the request of the County, temporary barriers shall also be established for these traffic areas.
- (5)** The Contractor shall prominently mark the work site and ensure its security. Site security shall include appropriate fencing, barricades, warning tape, covered walkways and warning signs. In no instance shall a work site be accessible, without obvious warning, to County staff, visitors, or the general public. At a minimum, the project site shall be posted with the appropriate trespass warning signs as specified in Section 810.09(2)(d), Florida Statutes: THIS AREA IS A DESIGNATED CONSTRUCTION SITE; ANYONE TRESPASSING ON THIS PROPERTY SHALL, UPON CONVICTION, BE GUILTY OF A FELONY; "A DANGER, CONSTRUCTION SITE. AUTHORIZED PERSONNEL ONLY," and other general safety warning signs, i.e., "HARD HAT AREA," as are deemed necessary by the Contractor and project manager.
- (6)** In the event barricading of a work site is not feasible, alternative measures may be used upon prior approval by the County safety Office. Alternative measures may include, but are not limited to, working during "off" hours such as nights, weekends, or holidays, or

the providing of temporary accommodations for building occupants (to be prearranged, if necessary, at the discretion of the County).

- (7) The Contractor shall ensure compliance with all fire safety codes at the work site, especially as to egress, during the construction phase of an occupied facility. In no instance, (except where impractical and with the prior approval of the County's Department of Safety and Risk Services and the appropriate life safety code inspector), shall the life safety code components of an occupied facility be reduced or otherwise compromised.

A set of these construction plans, with a signature of approval by the appropriate life safety code inspector, shall be kept at each construction site and available for routine inspection. The Contractor shall communicate with each subcontractor and County's Department of Safety and Risk Services as to scheduling of events that may pose hazards or inconveniences to building occupants. The Contractor shall also ensure that appropriate scheduling information is also conveyed to the project manager.

- When a project alters a building's fire protection compartment features, such as fire barriers, smoke barriers, or corridor walls, exits must provide free and unobstructed egress. Employees shall receive notice if any alternative exits have been designated. Buildings or areas under construction must maintain escape egress for construction workers at all times. These means of egress shall be inspected daily by the Contractor.
- When a project affects fire alarms, fire detection, or fire suppression systems, of a building that is occupied, the Contractor must ensure that such systems are not functionally impaired. Any temporary systems, which are installed, must be inspected and tested monthly by the Contractor. Employees must be notified when such temporary systems are in place.
- When any sources of ignition are present, such as welding torches, smoking by all persons shall be prohibited on any construction site and in any County facility.

- (8) Noise, dust, and the use of chemical products may create inside health hazards at the work site to building occupants requiring that the Contractor to adhere to the following guidelines at a minimum:

(a) The Contractor shall initiate construction and engineering safety controls to minimize exposure of dusts, noise, and chemical odors to building occupants. These controls may involve the construction or use of temporary walls, plastic barriers, mechanical ventilation, elimination of make-up air returns from work areas, pressurizing occupied areas, or a combination of several methods. The Contractor shall coordinate all such engineering efforts with the project manager, and these control measures shall require prior approval by the County's Department of Safety and Risk Services. In cases where these efforts may not be feasible, alternative work schedules on evenings and weekends may be instituted as a part of this process.

(b) Material Safety Data Sheets (MSDS) shall be provided to the County's Department of Safety and Risk Services for all hazardous substances used on

the project or brought on the job site. These products include, but are not limited to, paints, solvents, roofing compounds, and cleaning compounds.

- (c) Appropriate precautions shall be taken to prevent occupant exposure to hazardous respirable dusts, contaminants, and fumes from welding, cutting, or drilling of concrete and masonry, or the operation of internal combustion engines. The Contractor shall also determine whether respirable crystalline silica, which is a potential carcinogen contained in many building products, is present at the work site. Control of dusts from these types of products and operations shall be an essential safety requirement for the Contractor.
- (d) The Contractor should be aware of other buildings adjacent to his work areas and shall be prepared to take necessary actions to prevent the spread of dusts and fumes to those facilities.
- (9) The Contractor shall ensure that all emergency notifications, including those for fires and medical needs, shall be promptly made by dialing County 911 dispatchers. The Caller should state the exact location of the work site emergency, the nature of the emergency, and specifically indicate if medical or fire services are needed.
- (10) The Contractor agrees and understands that all County construction/renovation sites shall be subject to periodic inspection by life safety code inspectors, Florida Department of Labor and Employment Security, Division of Safety, Occupational Safety and Health Administration, Florida Department of Environmental Protection, Environmental Protection Agency, and other Federal, State, or County regulatory agencies.
- (11) The Contractor shall provide adequate refuse containers for the disposal of construction debris. Refuse shall not be allowed to accumulate on the project site grounds, and the Contractor shall ensure that these containers are subsequently emptied on a regular basis.
- (12) Water runoff and soil erosion from the project site shall be controlled by the Contractor pursuant to the regulations of the Florida Department of Environmental Protection.
- (13) Water-based paint and stain products shall be used by the Contractor in the place of solvent-based products where the application so permits. Use of organic solvent-based products shall be used only where absolutely necessary and with the prior approval of the project manager. Lead-containing paints shall not be normally used or specified for any application. If the use of lead-containing paint is essential for a specific application, prior written approval from the County's Department of Safety and Risk Services shall be obtained before their use.
- (14) The use of any products containing toxic metals, especially those regulated by Resource Conservation and Recovery Act (RCRA), (i.e. lead, chromium, barium, silver, arsenic, cadmium, mercury, selenium), on the work site shall be avoided. Prior written approval for use of these metals shall be obtained by the Contractor from the County's Department of Safety and Risk Services.

- (15)** The use of any radioactive materials by the Contractor on project sites shall require pre-approval. Copies of appropriate certifications, licenses, testing, and inspection records shall be provided by the Contractor to the project manager and County's Department of Safety and Risk Services for review.
- (16)** The County contracts out the identification and abatement of asbestos containing building materials. Asbestos abatement can only be performed by state licensed asbestos abatement contractors. General contractors, therefore, shall not be authorized to remove or disturb any asbestos containing materials. Although efforts are made to identify or remove such asbestos containing materials prior to renovations, the possibility exists that asbestos materials may be encountered at a work site. If so, Contractors who encounter such materials shall immediately stop work and notify the project manager and the County's Department of Safety and Risk Services.
- (17)** The above-cited guidelines represent minimum expectations and actions, which shall be taken by Contractors while under contract for County construction and renovation projects. These guidelines are not all inclusive and will be revised as necessary. In the event these guidelines conflict with other contract documents, the most stringent application shall apply. Any questions or disputes should be brought to the immediate attention of the project manager and County's Department of Safety and Risk Services.

**EXHIBIT D**  
**RELEASE AND AFFIDAVIT**

**COUNTY OF ESCAMBIA**  
**STATE OF FLORIDA**

Before me, the undersigned authority, personally appeared \_\_\_\_\_, who after being duly sworn, deposes and says:

- (1) In accordance with the Contract Documents and in consideration of \$\_\_\_\_\_ paid, \_\_\_\_\_ ("Contractor") releases and waives for itself and its subcontractors, material men, successors and assigns, all claims demands, costs and expenses, whether in contract or in tort, against the Board of County Commissioners of Escambia County, Florida, ("County") relating in any way to the performance of the Agreement between Contractor and County dated \_\_\_\_\_, 20\_\_\_\_, for the period from \_\_\_\_\_ to \_\_\_\_\_.
- (2) Contractor certifies for itself and its subcontractors, material men, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which County might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.
- (3) Contractor agrees to indemnify, defend and save harmless County from all demands or suits, actions, claims of liens or other charges filed or asserted against the County arising out of the performance by Contractor of the Work covered by this Release and Affidavit.
- (4) This Release and Affidavit is given in connection with Contractor's (monthly/final) Application for Payment No. \_\_\_\_\_.

CONTRACTOR:

\_\_\_\_\_

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

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

Date: \_\_\_\_\_

Witnesses

\_\_\_\_\_

[Corporate Seal]

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me OR has produced \_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires:

\_\_\_\_\_  
(Signature)  
Name: \_\_\_\_\_  
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of \_\_\_\_\_  
Serial No., If Any: \_\_\_\_\_

**EXHIBIT E**  
**FORM OF CONTRACT APPLICATION FOR PAYMENT**

- AIA DOCUMENT #G702, 1992 EDITION
- AIA DOCUMENT #G703, 1992 EDITION

EXHIBIT F

**CONSTRUCTION CHANGE ORDER**

Change Order Number \_\_\_\_\_ Contract Number PD \_\_\_\_\_  
Date: \_\_\_\_\_ Dated \_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

You hereby are authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:

*Describe changes here;*

	Dollars	Time in Calendar Days
Original Contract Amount	\$ _____	_____
Sum of Previous Changes	\$ _____	_____
This Change Order	\$ _____	_____
-----		
Adjusted Agreement Amount	\$ _____	_____

The contract substantial completion date will be **increased/decreased** by \_\_\_ calendar days due to this Change Order. The new contract substantial completion date is \_\_\_\_\_. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

.. Check if applicable and provide written confirmation from the bonding company/agent

(attorney-in-fact) that the amount of the Performance and Payment bonds have been adjusted to 100% of the new contract amount.

Accepted: \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_  
*Contractor*

By: \_\_\_\_\_  
*Engineer*

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

**EXHIBIT G**  
**PAYMENT ADJUSTMENT - BITUMINOUS MATERIALS.**

1. The bid unit price for Bituminous Material will be adjusted to reflect changes, both increases and decreases, in the Asphalt Index price of bituminous material from that in effect during the month in which bids were received for this contract. The Contractor will not be given the option to reject this cost adjustment of Bituminous Materials. This adjustment will be made in accordance with the following criteria:
  - 1.1. Price adjustments will apply only to the price of bituminous material F. O. B. manufacturer's asphalt terminal and will not reflect variations in the cost of transportation from the terminal to the job site.
  - 1.2. Price adjustments will be made for all bituminous material incorporated into asphalt pavement whether paid for under a separate bid item or under other items, which include the cost of bituminous material.
  - 1.3. Price adjustments will not be made until the semi-final or final payment is made on the contract. The bid unit price for bituminous material will be used in preparing monthly progress payments.
  - 1.4. No price adjustment reflecting any further increases in the cost of bituminous material will be made for any month after expiration of the allowable contract time, including any extensions that may be granted.
  - 1.5. The adjusted unit price shall be calculated for the month during which the material was incorporated into the project in accordance with the following formula:

Pa ' PbX(I<sub>d</sub>-I<sub>b</sub>) where:  
Pa ' Adjusted unit price for Bituminous Material. (To be calculated separately for each month during which bituminous material is used and will reflect an increased or decreased price.)  
Pb ' Bid unit price for Bituminous Material.  
I<sub>d</sub> ' Asphalt Price Index during the month in which the material is incorporated into the project.  
I<sub>b</sub> ' Asphalt Price Index during the month in which bids were received for this contract.
  - 1.6. The County will determine the Asphalt Price Index for each month. The Index shall be determined by averaging quotations in effect on the first day of the month at all terminals, which could reasonably be expected to furnish bituminous material to projects in the State of Florida.
  - 1.7. A price adjustment will be made only when the current Asphalt Price Index varies by 5% or more from the Index that was applicable when bids were received or 5% or more from when the last previous adjustment was made.

**The Asphalt Price Index to be used by the County will be that used by the Florida Department of Transportation, as available from them after the 15th of each month.**

**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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 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 [ 422039 FAX: 850-484-4323 ]  
 E [ BKW INC ]  
 N [ 5615 DUVAL STREET ]  
 D [ PENSACOLA FL 32503 ]  
 O [ ]  
 R [ ]

S [ ENGINEERING ]  
 H [ ENGINEERING DEPARTMENT ]  
 I [ 3363 WEST PARK PLACE ]  
 P [ PENSACOLA FL 32505 ]  
 T [ ]  
 O [ ATTN: ROBIN LAMBERT ]

ORDER DATE: 11/04/16	BUYER: PAUL NOBLES	REQ. NO.: 17000863	REQ. DATE: 11/04/16
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TERMS: NET 30 DAYS	F.O.B.: JOB SITE	DESC.: CHANGE ORDER - 1
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ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
This additive change order request for \$34,101.82 includes additive unit price quantities necessary to complete this construction project. Change Order work includes additions for additional labor needed. The current contract amount is \$1,071,051.81. With this changeorder, the new contract amount will be \$1,105,153.63. Change Order work was pre-approved on 5-31-2017 and 6-14-2017 and 6-22-2017. A time extension of 20 days will also be required with this change order for rain days requested by the contractor from 2/21/2017 to 6/15/2017. The current completion date 9/4/2017. The new completion date will be 9/24/2017. Please see attached documentation for justification. CIP: Shadow Grove (this project will be submitted to FEMA for reimbursement. Original BCC Approval 11/3/2016					
Original PO Amount				\$1,071,051.81	
Change Order 1				\$ 34,101.82	
New PO Amount				\$1,105,153.63	
01	.00	LOT CONTRACT PD 15-16.099	"SHADOW GROVE SUBDIVISION DRAINAGE IMPROVEMENTS" BCC	34101.8200	34,101.82

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	34,101.82
01	330493 54612	34,101.82	ESDPW09	<b>TOTAL \$</b>	<b>34,101.82</b>

**APPROVED BY** \_\_\_\_\_

*Cont*

**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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 221 PALAFOX PLACE, SUITE 140  
 PENSACOLA, FL 32502-5843 ]

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[ 422039 FAX: 850-484-4323 ]  
 BKW INC  
 5615 DUVAL STREET  
 PENSACOLA FL 32503 ]

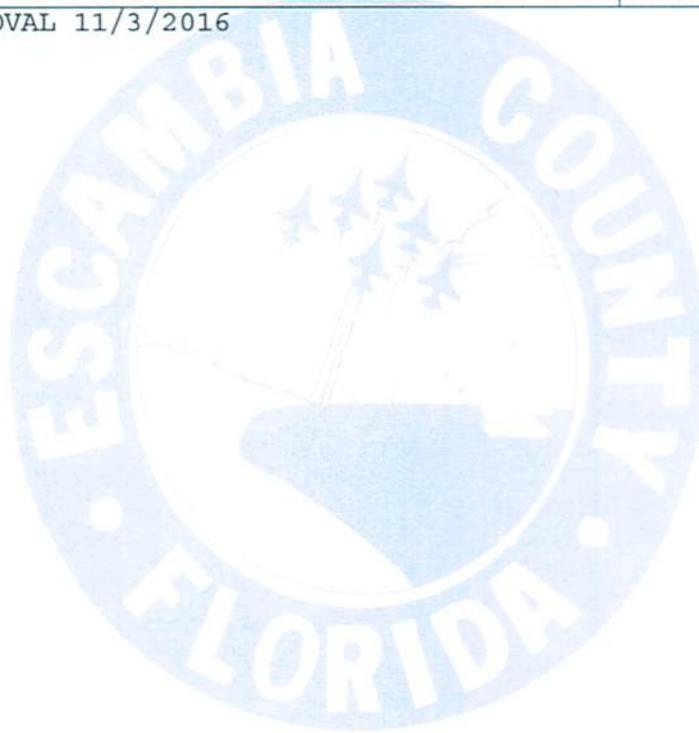
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[ ENGINEERING  
 ENGINEERING DEPARTMENT  
 3363 WEST PARK PLACE  
 PENSACOLA FL 32505 ]  
 ATTN: ROBIN LAMBERT ]

ORDER DATE: 11/04/16	BUYER: PAUL NOBLES	REQ. NO.: 17000863	REQ. DATE: 11/04/16
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TERMS: NET 30 DAYS	F.O.B.: JOB SITE	DESC.: CHANGE ORDER - 1
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ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
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APPROVAL 11/3/2016



ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$
				<b>TOTAL \$ 34,101.82</b>

APPROVED BY *Paul Nobles*

Original Purchase Order

*BN*

## **Change Order Checklist**

- Vendor Name: BKW Inc
- Purchase Order Number: 170793
- Change Order Number: 1
- Project Name: Shadow Grove Drainage Improvements
  
- Board Recommendation: Original Board Approval 11/3/2016
- Resume Page: attached
- Funding Source: Fund 112 Disaster Recovery Fund
- Breakdown of Project Costs: \_\_\_\_\_
- Additional Information: \_\_\_\_\_

This project will be submitted to FEMA for reimbursement

\_\_\_\_\_



**CHANGE ORDER REQUEST  
PURCHASE ORDER / RELEASE ORDER / CONTRACT**

Vendor Code: 422039  
 Project Number: ESDPW09  
 Department: Public Works/Engineering

Vendor Name: BKW Inc  
 P.O. Number: 170793 C.O. Number: 1  
 P.D. Number: 15-16.099 Date: 07/26/17

**Notes for Modifying the Scope of Award:**

This additive change order request for \$34,101.82 includes additive unit price quantities necessary to complete this construction project. Change Order work includes additions for additional labor needed. The current contract amount is \$1,071,051.81. With this change order, the new contract amount will be \$1,105,153.63. Change Order work was pre-approved on 5-31-2017 and 6-14-2017 and 6-22-2017. A time extension of 20 days will also be required with this change order for rain days requested by the contractor from 2/21/2017 to 6/15/2017. The current completion date 9/4/2017. The new completion date will be 9/24/2017. Please see attached documentation for justification. CIP: Shadow Grove (this project will be submitted to FEMA for reimbursement. Original BCC Approval 11/3/2016

**To Modify Existing Purchase Order:**

Adding Dollars to Line Item No: <u>1</u>	Quantity Adjustment: <u>          </u>	Amount: <u>\$34,101.82</u>
Deleting Dollars from Line Item No: <u>          </u>	Quantity Adjustment: <u>          </u>	Amount: <u>\$0.00</u>

**Modify Notes:**

Date of BCC action: (ATTACH RESUMÉ)           

Previous Purchase Order Total Dollars:	<u>\$1,071,051.81</u>
Net Dollars added or subtracted:	<u>\$34,101.82</u>
New Purchase Order Total Dollars:	<u>\$1,105,153.63</u>
Previous Contract Total Dollars:	<u>\$0.00</u>
Net Dollars added or subtracted:	<u>\$0.00</u>
New Contract Total Dollars:	<u>\$0.00</u>

Modifying Cost Centers, Object Code / Accounts and Project Numbers:				
Cost Center:	Object Code:	Project Number:	+ / - Change	Dollar Amount
330493	54612	ESDPW09	\$34,101.82	\$1,105,153.63

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 Lambert* DN: cn=Robin A Lambert, ou=Public Works, ou=Engineering, email=rlambert@myescambia.com, c=US Date: 2017.07.27 06:33:25 -0500 Date:           

Contract Administrator's Certification & Approval: *Joy D. Blackmon* DN: cn=Joy D. Blackmon, P.E., ou=Public Works, ou=Director, County Engineer, email=joy\_blackmon@myescambia.com, c=US Date: 2017.08.03 10:57:04 -0500 Date:           

Department Director: *Joy D. Blackmon* Date:



# CONSTRUCTION CHANGE ORDER

Change Order Number 1 Contractor Number PD 15-16.099

Date: 6-21-2017 Dated 6-21-2017

To: Robin Lambert  
Nick Chauvin

Project Name: Shadow Grove Subdivision Drainage Improvements

You hereby are authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:

*Describe changes here;*

SEE ATTACHED DOCUMENTATION

	Dollars	Time in Calendar Days
Original Contract Amount	\$ <u>1,071,051.81</u>	<u>210 Days</u>
Sum of Previous Changes	\$ <u>0.00</u>	<u>0 Days</u>
This Change Order	\$ <u>34,101.82</u>	<u>20 Days</u>
Adjusted Agreement Amount	\$ <u>1,105,153.63</u>	<u>230 Days</u>

This contract substantial completion date will be increased/decreased by 20 calendar days due to the Change Order. The new contract substantial completion date is 8/25/2017. 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 the 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.

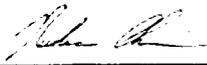
The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amounts of the Performance and Payment bonds have been adjusted to 100% of the new contract amount.

Accepted: June 21, 2017

By:   
Contractor

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

By:   
Owner

Change Order #1				BKW, Inc.		Justification
Bid Item No.	Item	Unit	Quantity	Unit Price	Item Price	
<b>Additions</b>						
CO1-19	2" County Spec 2500 Type SP 12.5 Asphalt	SY	275	\$17.04	\$4,686.00	(Pre-Approved on 6-26-17) A crossover pipe is conflict with an existing sewer line on Shadow Grove Blvd. In order to install the pipe at the slope specified in the plans and get over the sewer line, we will need to raise the section of road over the pipe so that we can get enough cover over it.
CO1-22	Remove Existing Asphalt	SY	275	\$2.59	\$712.25	(Pre-Approved on 6-26-17) A crossover pipe is conflict with an existing sewer line on Shadow Grove Blvd. In order to install the pipe at the slope specified in the plans and get over the sewer line, we will need to raise the section of road over the pipe so that we can get enough cover over it.
CO1-26	6" Graded Aggregate Base, County Spec 2400	SY	275	\$18.97	\$5,216.75	(Pre-Approved on 6-26-17) A crossover pipe is conflict with an existing sewer line on Shadow Grove Blvd. In order to install the pipe at the slope specified in the plans and get over the sewer line, we will need to raise the section of road over the pipe so that we can get enough cover over it.
CO1-28	FDOT Type B Curb, FDOT Index 300	LF	240	\$29.98	\$7,195.20	(Pre-Approved on 6-26-17) A crossover pipe is conflict with an existing sewer line on Shadow Grove Blvd. In order to install the pipe at the slope specified in the plans and get over the sewer line, we will need to raise the section of road over the pipe so that we can get enough cover over it.
CO1-33	Remove Existing Curb	LF	240	\$9.39	\$2,253.60	(Pre-Approved on 6-26-17) A crossover pipe is conflict with an existing sewer line on Shadow Grove Blvd. In order to install the pipe at the slope specified in the plans and get over the sewer line, we will need to raise the section of road over the pipe so that we can get enough cover over it.
CO1-63	54" HDPE DW Pipe, 6'-12" Depth	LF	20	\$134.27	\$2,685.40	(Pre-Approved on 6-14-17) An additional stick of 54" HDPE pipe is required to complete the install on a run of pipe. Their is a discrepancy between the plans and whats in the field on the length of pipe required.
CO1-64	18" CPVC Pipe, 0'-6" Depth	LF	22	\$76.72	\$1,687.84	(Pre-Approved on 5-31-17) An additional stick of 18" A2000 pipe is required to complete the install on a run of pipe. Their is a discrepancy between the plans and whats in the field on the length of pipe required.
CO1-67	36" CPVC Pipe, 0'-6" Depth	LF	20	\$93.17	\$1,863.40	(Pre-Approved on 6-14-17) An additional stick of 36" A2000 pipe is required to complete the install on a run of pipe. Their is a discrepancy between the plans and whats in the field on the length of pipe required.
98	Perforate 243 LF of 54" HDPE DW Pipe and Install Permeable Filter Fabric	LS	1	\$7,801.38	\$7,801.38	(Pre-Approved on 5-31-17) Required to prevent existing 54" pipe that is onsite from floating.

SUBTOTAL \$34,101.82

CHANGE ORDER #1 TOTAL \$34,101.82

TOTAL CONTRACT AMOUNT INCLUDING CHANGE ORDER #1 \$1,105,153.63

ACCUMULATIVE INCREASE 3%

## Nick Chauvin

---

**From:** Joy Jones  
**Sent:** Wednesday, May 31, 2017 4:31 PM  
**To:** Nick Chauvin  
**Cc:** Robin F. Lambert  
**Subject:** FW: COR#2

Preapproved, please include this email in the RFF package.

---

**From:** Wesley J Moreno  
**Sent:** Wednesday, May 31, 2017 4:14 PM  
**To:** Joy Jones  
**Subject:** RE: COR#2

Approved

---

**From:** Joy Jones  
**Sent:** Wednesday, May 31, 2017 3:50 PM  
**To:** Wesley J Moreno  
**Subject:** FW: COR#2

Wes,  
Requesting preapproval for perforating and filter wrapping the existing 54" pipe that is onsite to keep it from floating while installing it. The EOR agrees with this method for this application and we have a note on file. This is a FEMA project and it will be submitted for reimbursement. Increase total is \$7801.38 at 1%.  
Thank you,  
JJ

---

**From:** Nick Chauvin  
**Sent:** Wednesday, May 31, 2017 1:45 PM  
**To:** Joy Jones  
**Cc:** Robin F. Lambert  
**Subject:** FW: COR#2

Joy,

I am requesting pre-approval for the change order work below for Shadow Grove. The plans call out for an 54" HDPE pipe to be installed in the middle pond, however the proposed pipe invert is 6" below the ground water table and we are concerned about the pipe possibly floating. There was no geotechnical work done for this project.

After discussions with the Engineer & Contractor, we feel that perforating the pipe and installing a permeable filter fabric around it is the most cost effective option to keep the pipe from floating. Please see the contractors attached proposal.

This is a FEMA project and will be submitted for re-imbusement.

Thanks!

Change Order #1				BKW, I	
Bid Item No.	Item	Unit	Quantity	Unit Price	
<b>Additions</b>					
CO1-1	Perforate 243 LF of 54" HDPE DW Pipe and Install Permeable Filter Fabric	LS	1	\$7,801.38	
				SUBTOTAL	

CHANGE ORDER #1 TOTAL

TOTAL CONTRACT AMOUNT INCLUDING CHANGE ORDER #1

ACCUMULATIVE INCREASE



Nicolas Chauvin

ENGINEERING PROJECT COORDINATOR

Board of County Commissioners - Public Works Department - Engineering Division

3363 West Park Place | Pensacola, FL 32505

Office: 850-595-3443 | Cell: 850-375-3719 | Fax: 850-595-3444

[Nick\\_C Chauvin@myescambia.com](mailto:Nick_C Chauvin@myescambia.com)

---

**From:** Robin F. Lambert  
**Sent:** Wednesday, May 31, 2017 12:51 PM  
**To:** Nick Chauvin  
**Cc:** Joy Jones  
**Subject:** FW: COR#2

Is this a FEMA project, if so, yes there are funds available

---

**From:** Nick Chauvin  
**Sent:** Wednesday, May 31, 2017 11:04 AM  
**To:** Robin F. Lambert  
**Subject:** FW: COR#2

Robin,

Do we have \$7,801.38 in Shadow Grove to cover a change order request by the contractor?



## Nicolas Chauvin

ENGINEERING PROJECT COORDINATOR

Board of County Commissioners - Public Works Department - Engineering Division

3363 West Park Place | Pensacola, FL 32505

Office: 850-595-3443 | Cell: 850-375-3719 | Fax: 850-595-3444

[Nick\\_C Chauvin@myescambia.com](mailto:Nick_C Chauvin@myescambia.com)

---

**From:** Garrett Kelley [<mailto:Garrett@bkw-inc.com>]

**Sent:** Wednesday, May 31, 2017 8:09 AM

**To:** Nick Chauvin; Daniel D. Guntharp

**Cc:** Carl Gilbert; Nipun Gadhok; Ronnie Strickland

**Subject:** COR#2

Nick,

Please see the attached COR#2 for perforating the pipe to keep it from floating. Let us know your thoughts and if you would like to proceed. This price includes all of the labor and materials that will be needed to do this as was discussed in the field.

Thanks

Sincerely,

**Garrett Kelley**

*Area Manager*



5615 Duval Street

Pensacola, FL 32503

Phone: (850) 484-4344

Cell: (251) 269-8683

Fax: (850) 484-4323

[garrett@bkw-inc.com](mailto:garrett@bkw-inc.com)

# FW: Shadow Grove - Request for Pre-Approval for Change Order Work

Joy Jones

Wed 6/14/2017 10:04 AM

To: Nick Chauvin <NJCHAUVIN@co.escambia.fl.us>;

Cc: James E. Duncan <JEDUNCAN@co.escambia.fl.us>; Daniel D. Guntharp <DDGUNTARP@co.escambia.fl.us>; Robin F. Lambert <RFLAMBER@co.escambia.fl.us>;

Preapproved, please include with RFF package...

**From:** Wesley J Moreno

**Sent:** Wednesday, June 14, 2017 6:31 AM

**To:** Joy Jones <DJJONES@co.escambia.fl.us>

**Subject:** RE: Shadow Grove - Request for Pre-Approval for Change Order Work

It's approved

**From:** Joy Jones

**Sent:** Tuesday, June 13, 2017 4:30 PM

**To:** Wesley J Moreno <WJMORENO@co.escambia.fl.us>

**Subject:** FW: Shadow Grove - Request for Pre-Approval for Change Order Work

Wes,

Requesting preapproval, please see details below. Increase will be requested for reimbursement from FEMA.

Thanks,

JJ

**From:** Nick Chauvin

**Sent:** Tuesday, June 13, 2017 4:16 PM

**To:** Joy Jones <DJJONES@co.escambia.fl.us>

**Cc:** Daniel D. Guntharp <DDGUNTARP@co.escambia.fl.us>

**Subject:** Shadow Grove - Request for Pre-Approval for Change Order Work

Joy,

I am requesting pre-approval for an additional \$4,548.80 to be added to the Shadow Grove contract for an additional stick (20 LF) of 36" CPVC pipe, and an additional stick (20 LF) if 54" HDPE. Basically the Contractor needs the additional sticks to complete the install on a run of pipe. There is a discrepancy between the plans and what's in the field on the length of pipe required.

Previous change order work in the amount of \$9,489.22 was pre-approved on 5-31-2017. The total new accumulative increase is still only 1%.

This is a FEMA project and will be submitted for re-reimbursement.

Thanks!

# FW: Shadow Grove - Request for Pre-Approval

Joy Jones

Mon 6/26/2017 10:46 AM

To: Nick Chauvin <NJCHAUVIN@co.escambia.fl.us>, Daniel D. Guntharp <DDGUNTARP@co.escambia.fl.us>

cc: Robin F. Lambert <RFLAMBER@co.escambia.fl.us>

1 Attachment (16 KB)

CO1 Backup\_6-21-17.pdf

Preapproved, please include email in RFF package....

**From:** Wesley J Moreno  
**Sent:** Monday, June 26, 2017 10:45 AM  
**To:** Joy Jones <DJJONES@co.escambia.fl.us>  
**Subject:** Re: Shadow Grove - Request for Pre-Approval

It's approved

Sent from my Verizon, Samsung Galaxy smartphone

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

**From:** Joy Jones <DJJONES@co.escambia.fl.us>  
**Date:** 6/26/17 10:39 AM (GMT-06:00)  
**To:** Wesley J Moreno <WJMORENO@co.escambia.fl.us>  
**Subject:** FW: Shadow Grove - Request for Pre-Approval

Following up.....

**From:** Joy Jones  
**Sent:** Wednesday, June 21, 2017 10:12 AM  
**To:** Wesley J Moreno <WJMORENO@co.escambia.fl.us>  
**Subject:** FW: Shadow Grove - Request for Pre-Approval

Wes,  
Requesting preapproval to address a sewer conflict with the stormwater system improvement. Please see attached and explanation below. This increase will be submitted to FEMA for reimbursement. Accumulative increase = \$34,101.82 and 3%.

Thanks!

JJ

**From:** Nick Chauvin  
**Sent:** Wednesday, June 21, 2017 8:00 AM  
**To:** Joy Jones <DJJONES@co.escambia.fl.us>

6/27/2017

FW: Shadow Grove - Request for Pre-Approval - Nick Chauvin

Cc: Robin F. Lambert <[RFLAMBER@co.escambia.fl.us](mailto:RFLAMBER@co.escambia.fl.us)>

Subject: Shadow Grove - Request for Pre-Approval

Joy,

I am requesting pre-approval for the highlighted items in the attached spreadsheet. Basically, we have a crossover pipe in conflict with an existing sanitary sewer line on Shadow Grove Blvd. In order to install the pipe at the slope specified in the plans and get over the sewer line, we are going to have to raise the section of the road over the pipe so that we can get enough cover over it. The Engineer is concurs with this. Thanks!



**Nicolas Chauvin**

ENGINEERING PROJECT COORDINATOR

Board of County Commissioners - Public Works Department - Engineering Division

3363 West Park Place | Pensacola, FL 32505

Office: 850-595-3443 | Cell: 850-375-3719 | Fax: 850-595-3444

[Nick\\_Chouvin@myescambia.com](mailto:Nick_Chouvin@myescambia.com)

6/21/2017

RE: Shadow Grove - Nick Chauvin

## RE: Shadow Grove

Tom Hammond

Wed 6/21/2017 8:31 AM

To: Nick Chauvin <NJCHAUVIN@co.escambia.fl.us>

Nick

The sanitary sewer line is located at a higher elevation than shown on the project survey and our plans causing a conflict with the proposed stormwater pipe between S-102 and S-103. In order to lay the pipe at the design slope and avoid the sanitary sewer, it was determined that the roadway could be raised in order to provide adequate cover over the proposed pipe. This change will require removal and replacement of additional asphalt, base and curbing. This option was determined to be much less expensive than lowering the stormwater conveyance system below the sanitary sewer or installing double barrel smaller pipes. Both of these options would have required a new S-103.

Respectfully,

Thomas G. Hammond, Jr., PE  
President  
**HAMMOND ENGINEERING, INC.**  
3802 North S Street  
Pensacola, FL 32505  
850.434.2603 office  
850.434.2650 fax  
850.554.9389 cell  
Hammondengineeringinc.com

Tom Hammond  
Treasurer  
Pensacola Big Game Fishing Club

**From:** Nick Chauvin [mailto:NJCHAUVIN@co.escambia.fl.us]  
**Sent:** Wednesday, June 21, 2017 7:54 AM  
**To:** Tom Hammond <tom@selanddesign.com>  
**Subject:** Shadow Grove

Tom,

Please send me an email stating your recommendation for the change order work we met onsite about yesterday. Thanks!

## Nick Chauvin

---

**From:** Daniel D. Guntharp  
**Sent:** Tuesday, February 21, 2017 10:55 AM  
**To:** Nick Chauvin  
**Subject:** RE: RAIN DAY REQUEST - SHADOW GROVE

I confirm it's too wet too work.

Sent from my Verizon 4G LTE smartphone

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

**From:** Nick Chauvin <[NJCHAUVIN@co.escambia.fl.us](mailto:NJCHAUVIN@co.escambia.fl.us)>  
**Date:** 2/21/17 10:51 AM (GMT-06:00)  
**To:** "Daniel D. Guntharp" <[DDGUNTARP@co.escambia.fl.us](mailto:DDGUNTARP@co.escambia.fl.us)>  
**Cc:** [Nipun@bkw-inc.com](mailto:Nipun@bkw-inc.com), Garrett Kelley <[Garrett@bkw-inc.com](mailto:Garrett@bkw-inc.com)>  
**Subject:** FW: RAIN DAY REQUEST - SHADOW GROVE

Daniel,

Please confirm or deny the rain day request below. Thanks!



**Nicolas Chauvin**

ENGINEERING PROJECT COORDINATOR

Board of County Commissioners - Public Works Department - Engineering Division

3363 West Park Place | Pensacola, FL 32505

Office: 850-595-3443 | Cell: 850-375-3719 | Fax: 850-595-3444

[Nick\\_C Chauvin@myescambia.com](mailto:Nick_C Chauvin@myescambia.com)

---

**From:** Nipun Gadhok [<mailto:Nipun@bkw-inc.com>]  
**Sent:** Tuesday, February 21, 2017 10:49 AM  
**To:** Nick Chauvin  
**Cc:** Garrett Kelley  
**Subject:** RAIN DAY REQUEST - SHADOW GROVE

Nick,

Due to the rain today we were unable to work on the Shadow Grove project. Please mark 02/21/2017 as a Rain Day. Thank you.

Sincerely,

**Nipun Gadhok**

*Assistant Project Manager*



5615 Duval Street

Pensacola, FL 32503

Phone: (850) 484-4344

Cell: (979)-985-0612

Fax: (850) 484-4323

[nipun@bkw-inc.com](mailto:nipun@bkw-inc.com)

## Nick Chauvin

---

**From:** Daniel D. Guntharp  
**Sent:** Monday, March 13, 2017 12:37 PM  
**To:** Nick Chauvin  
**Subject:** RE: RAIN DAY REQUEST - SHADOW GROVE - 03/13/2017

Yes sir, I confirm the rain day.

Sent from my Verizon 4G LTE smartphone

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

**From:** Nick Chauvin <[NJCHAUVIN@co.escambia.fl.us](mailto:NJCHAUVIN@co.escambia.fl.us)>  
**Date:** 3/13/17 12:34 PM (GMT-06:00)  
**To:** "Daniel D. Guntharp" <[DDGUNTARP@co.escambia.fl.us](mailto:DDGUNTARP@co.escambia.fl.us)>  
**Subject:** FW: RAIN DAY REQUEST - SHADOW GROVE - 03/13/2017

Daniel,

Please confirm or deny the rain day request below. Thanks!



**Nicolas Chauvin**

ENGINEERING PROJECT COORDINATOR

Board of County Commissioners - Public Works Department - Engineering Division

3363 West Park Place | Pensacola, FL 32505

Office: 850-595-3443 | Cell: 850-375-3719 | Fax: 850-595-3444

[Nick\\_C Chauvin@myescambia.com](mailto:Nick_C Chauvin@myescambia.com)

---

**From:** Nipun Gadhok [<mailto:Nipun@bkw-inc.com>]  
**Sent:** Monday, March 13, 2017 10:37 AM  
**To:** Nick Chauvin  
**Cc:** Garrett Kelley; Lee Peaden  
**Subject:** RAIN DAY REQUEST - SHADOW GROVE - 03/13/2017

Nick,

It was a complete rainout and no progress was made on 03/13/2017 on the Shadow Grove project. We would like to request 03/13/2017 as a Rain Day. Thank you.

Sincerely,

**Nipun Gadhok**

*Assistant Project Manager*



5615 Duval Street

Pensacola, FL 32503

Phone: (850) 484-4344

Cell: (979)-985-0612

Fax: (850) 484-4323

[nipun@bkw-inc.com](mailto:nipun@bkw-inc.com)

## Nick Chauvin

---

**From:** Daniel D. Guntharp  
**Sent:** Tuesday, April 04, 2017 12:52 PM  
**To:** Nick Chauvin  
**Subject:** RE: RAIN DAY REQUEST - SHADOW GROVE - 04/03/2017

Nick I confirm this rain day.

Sent from my Verizon 4G LTE smartphone

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

**From:** Nick Chauvin <[NJCHAUVIN@co.escambia.fl.us](mailto:NJCHAUVIN@co.escambia.fl.us)>  
**Date:** 4/4/17 9:46 AM (GMT-06:00)  
**To:** "Daniel D. Guntharp" <[DDGUNTARP@co.escambia.fl.us](mailto:DDGUNTARP@co.escambia.fl.us)>  
**Subject:** FW: RAIN DAY REQUEST - SHADOW GROVE - 04/03/2017

Daniel,

Please confirm or deny the rain day request below. Thanks!



**Nicolas Chauvin**

ENGINEERING PROJECT COORDINATOR

Board of County Commissioners - Public Works Department - Engineering Division

3363 West Park Place | Pensacola, FL 32505

Office: 850-595-3443 | Cell: 850-375-3719 | Fax: 850-595-3444

[Nick\\_Chauvin@myescambia.com](mailto:Nick_Chauvin@myescambia.com)

---

**From:** Nipun Gadhok [<mailto:Nipun@bkw-inc.com>]  
**Sent:** Monday, April 03, 2017 5:24 PM  
**To:** Nick Chauvin  
**Cc:** Garrett Kelley; Lee Peaden  
**Subject:** RAIN DAY REQUEST - SHADOW GROVE - 04/03/2017

Nick,

We would like to request you to mark 04/03/2017 as a rain day. No progress was made on the job site today due to rains. Thank you.

Sincerely,

**Nipun Gadhok**

*Assistant Project Manager*



5615 Duval Street

Pensacola, FL 32503

Phone: (850) 484-4344

Cell: (979)-985-0612

Fax: (850) 484-4323

[nipun@bkw-inc.com](mailto:nipun@bkw-inc.com)

## Nick Chauvin

---

**From:** Daniel D. Guntharp  
**Sent:** Tuesday, April 04, 2017 12:52 PM  
**To:** Nick Chauvin  
**Subject:** RE: RECOVERY DAY REQUEST - SHADOW GROVE - 04/04/2017

Nick I confirm that they need a day to recovery from the rain event yesterday

Sent from my Verizon 4G LTE smartphone

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

**From:** Nick Chauvin <[NJCHAUVIN@co.escambia.fl.us](mailto:NJCHAUVIN@co.escambia.fl.us)>  
**Date:** 4/4/17 12:44 PM (GMT-06:00)  
**To:** "Daniel D. Guntharp" <[DDGUNTARP@co.escambia.fl.us](mailto:DDGUNTARP@co.escambia.fl.us)>  
**Subject:** FW: RECOVERY DAY REQUEST - SHADOW GROVE - 04/04/2017

Daniel,

Please confirm or deny the recovery day request below. Thanks!



**Nicolas Chauvin**

ENGINEERING PROJECT COORDINATOR

Board of County Commissioners - Public Works Department - Engineering Division

3363 West Park Place | Pensacola, FL 32505

Office: 850-595-3443 | Cell: 850-375-3719 | Fax: 850-595-3444

[Nick\\_C Chauvin@myescambia.com](mailto:Nick_C Chauvin@myescambia.com)

---

**From:** Nipun Gadhok [<mailto:Nipun@bkw-inc.com>]  
**Sent:** Tuesday, April 04, 2017 10:22 AM  
**To:** Nick Chauvin  
**Cc:** Garrett Kelley; Lee Peaden  
**Subject:** RECOVERY DAY REQUEST - SHADOW GROVE - 04/04/2017

Nick,

We would like to request 04/04/2017 (Tuesday) as a recovery day for the rain day on 04/03/2017 (Monday). Activities on the job site today will mostly include cleaning up after the rain day. Thank you.

Sincerely,

**Nipun Gadhok**

*Assistant Project Manager*



5615 Duval Street

Pensacola, FL 32503

Phone: (850) 484-4344

Cell: (979)-985-0612

Fax: (850) 484-4323

[nipun@bkw-inc.com](mailto:nipun@bkw-inc.com)

6/7/2017

FW: RAIN DAY REQUEST - SHADOW GROVE - 04/05/2017 - Nick Chauvin

# FW: RAIN DAY REQUEST - SHADOW GROVE - 04/05/2017

Nick Chauvin

Wed 4/5/2017 7:55 AM

To: Daniel D. Guntharp <DDGUNTARP@co.escambia.fl.us>;

Daniel,

Please confirm or deny the rain & recovery day request below. Thanks!



**Nicolas Chauvin**

ENGINEERING PROJECT COORDINATOR

Board of County Commissioners - Public Works Department - Engineering Division

3363 West Park Place | Pensacola, FL 32505

Office: 850-595-3443 | Cell: 850-375-3719 | Fax: 850-595-3444

[Nick\\_Chauvin@myescambia.com](mailto:Nick_Chauvin@myescambia.com)

---

**From:** Nipun Gadhok [mailto:[Nipun@bkw-inc.com](mailto:Nipun@bkw-inc.com)]

**Sent:** Wednesday, April 05, 2017 7:53 AM

**To:** Nick Chauvin

**Cc:** Garrett Kelley; Lee Peaden

**Subject:** RAIN DAY REQUEST - SHADOW GROVE - 04/05/2017

Nick,

With the heavy rain in weather forecast today, we do not have any activities planned for the Shadow Grove project job site today. We would like to request a Rain Day on 04/05/2017 and a Recovery Day for the same on 04/06/2017. Thank you.

Sincerely,

**Nipun Gadhok**

*Assistant Project Manager*



5615 Duval Street

Pensacola, FL 32503

Phone: [\(850\) 484-4344](tel:(850)484-4344)

Cell: [\(979\)-985-0612](tel:(979)985-0612)

Fax: [\(850\) 484-4323](tel:(850)484-4323)

[nipun@bkw-inc.com](mailto:nipun@bkw-inc.com)

## Nick Chauvin

---

**From:** Daniel D. Guntharp  
**Sent:** Monday, May 01, 2017 8:43 AM  
**To:** Nick Chauvin  
**Subject:** RE: RAIN DAY REQUEST - SHADOW GROVE - 05/01/2017

Nick I confirm the rain day. I went by site and it is very muddy.

Daniel Guntharp  
Escambia County Engineering Inspector  
Cell: 850-390-2390  
Office: 850-595-1896  
[Daniel\\_Guntharp@myescambia.com](mailto:Daniel_Guntharp@myescambia.com)

---

**From:** Nick Chauvin  
**Sent:** Monday, May 01, 2017 8:31 AM  
**To:** Daniel D. Guntharp  
**Subject:** FW: RAIN DAY REQUEST - SHADOW GROVE - 05/01/2017

Daniel,

Please confirm or deny the rain day request below. Thanks!



### Nicolas Chauvin

ENGINEERING PROJECT COORDINATOR

Board of County Commissioners - Public Works Department - Engineering Division

3363 West Park Place | Pensacola, FL 32505

Office: 850-595-3443 | Cell: 850-375-3719 | Fax: 850-595-3444

[Nick\\_Chauvin@myescambia.com](mailto:Nick_Chauvin@myescambia.com)

---

**From:** Nipun Gadhok [<mailto:Nipun@bkw-inc.com>]  
**Sent:** Monday, May 01, 2017 8:04 AM  
**To:** Nick Chauvin  
**Cc:** Garrett Kelley; Randy Foxhall  
**Subject:** RAIN DAY REQUEST - SHADOW GROVE - 05/01/2017

Nick,

With the rain in weather forecast, we do not have any activities planned for the Shadow Grove project job site today. We would like to request a Rain Day on 05/01/2017 and a Recovery Day for the same on 05/02/2017. Thank you

Sincerely,

## Nick Chauvin

---

**From:** Nipun Gadhok [Nipun@bkw-inc.com]  
**Sent:** Thursday, May 04, 2017 5:53 PM  
**To:** Nick Chauvin  
**Cc:** Garrett Kelley; Randy Foxhall  
**Subject:** RAIN DAY REQUEST - SHADOW GROVE - 05/04/2017

Nick,

We were not able to carry out any planned activity on the Shadow Grove projects' job site today because of the rain. We would like to request a Rain Day on 05/04/2017 and a Recovery Day for the same on 05/05/2017. Thank you.

Sincerely,

**Nipun Gadhok**  
*Assistant Project Manager*



5615 Duval Street  
Pensacola, FL 32503  
Phone: (850) 484-4344  
Cell: (979)-985-0612  
Fax: (850) 484-4323  
nipun@bkw-inc.com

6/5/2017

Re: RAIN DAY REQUEST - SHADOW GROVE PROJECT - 06/05/2017 - Nick Chauvin

# Re: RAIN DAY REQUEST - SHADOW GROVE PROJECT - 06/05/2017

Daniel D. Guntharp

Mon 6/5/2017 3:48 PM

To: Nick Chauvin <NJCHAUVIN@co.escambia.fl.us>;

Hey Nick. Yes I confirm this day due to heavy rainfall. Thank You.

Daniel Guntharp

---

**From:** Nick Chauvin  
**Sent:** Monday, June 5, 2017 2:46 PM  
**To:** Daniel D. Guntharp  
**Subject:** Fw: RAIN DAY REQUEST - SHADOW GROVE PROJECT - 06/05/2017

Daniel,

Please confirm or deny the rain day request below. Thanks!



**Nicolas Chauvin**

ENGINEERING PROJECT COORDINATOR

Board of County Commissioners - Public Works Department - Engineering Division

3363 West Park Place | Pensacola, FL 32505

Office: 850-595-3443 | Cell: 850-375-3719 | Fax: 850-595-3444

[Nick\\_C Chauvin@myescambia.com](mailto:Nick_C Chauvin@myescambia.com)

---

**From:** Nipun Gadhok <Nipun@bkw-inc.com>  
**Sent:** Monday, June 5, 2017 2:00 PM  
**To:** Nick Chauvin  
**Cc:** Garrett Kelley; Carl Gilbert  
**Subject:** RAIN DAY REQUEST - SHADOW GROVE PROJECT - 06/05/2017

Nick,

6/5/2017

Re: RAIN DAY REQUEST - SHADOW GROVE PROJECT - 06/05/2017 - Nick Chauvin

We were not able to carry out any planned activity on the Shadow Grove job site today because of the rain. We would like to request a Rain Day on 06/05/2017. Please let us know if the request is approved. Thank you.

Sincerely,

**Nipun Gadhok**

*Assistant Project Manager*



5615 Duval Street  
Pensacola, FL 32503  
Phone: (850) 484-4344  
Cell: (979)-985-0612  
Fax: (850) 484-4323  
nipun@bkw-inc.com

6/17/2017

Fw: RAIN DAY REQUEST - SHADOW GROVE PROJECT - 06/06/2017 & 0... - Nick Chauvin

# Fw: RAIN DAY REQUEST - SHADOW GROVE PROJECT - 06/06/2017 & 06/07/2017

Nick Chauvin

Thu 6/8/2017 8:14 AM

To: Daniel D. Guntharp <DDGUNTARP@co.escambia.fl.us>;

Daniel,

Please confirm or deny the rain day request below. Thanks!



**Nicolas Chauvin**

ENGINEERING PROJECT COORDINATOR

Board of County Commissioners - Public Works Department - Engineering Division

3363 West Park Place | Pensacola, FL 32505

Office: 850-595-3443 | Cell: 850-375-3719 | Fax: 850-595-3444

[Nick\\_C Chauvin@myescambia.com](mailto:Nick_C Chauvin@myescambia.com)

---

**From:** Nipun Gadhok <Nipun@bkw-inc.com>

**Sent:** Thursday, June 8, 2017 7:55 AM

**To:** Nick Chauvin

**Cc:** Carl Gilbert; Garrett Kelley

**Subject:** RAIN DAY REQUEST - SHADOW GROVE PROJECT - 06/06/2017 & 06/07/2017

Chris,

We were not able to carry out any planned activity on the Shadow Grove job site Tuesday and Wednesday because of the rain. We would like to request a Rain Day on 06/06/2017 and 06/07/2017. Please let us know if the request is approved. Thank you.

Sincerely,

*Nipun Gadhok*

*Assistant Project Manager*

6/13/2017

Re: RAIN DAY REQUEST - SHADOW GROVE PROJECT - 06/12/2017 - Nick Chauvin

## Re: RAIN DAY REQUEST - SHADOW GROVE PROJECT - 06/12/2017

Daniel D. Guntharp

Tue 6/13/2017 7:44 AM

To: Nick Chauvin <NJCHAUVIN@co.escambia.fl.us>;

Nick, yes it rained off and on all day on the 12th.

---

**From:** Nick Chauvin  
**Sent:** Tuesday, June 13, 2017 7:41 AM  
**To:** Daniel D. Guntharp  
**Subject:** Fwd: RAIN DAY REQUEST - SHADOW GROVE PROJECT - 06/12/2017

Daniel,

Please confirm or deny the rain day request below. Thanks!

*Sent from my Verizon 4G LTE Droid*

----- Forwarded message -----

**From:** Nipun Gadhok <Nipun@bkw-inc.com>  
**Date:** Jun 13, 2017 8:27 AM  
**Subject:** RAIN DAY REQUEST - SHADOW GROVE PROJECT - 06/12/2017  
**To:** Nick Chauvin <NJCHAUVIN@co.escambia.fl.us>  
**Cc:** Carl Gilbert <Carl@bkw-inc.com>, Garrett Kelley <Garrett@bkw-inc.com>

Nick,

We were not able to carry out any planned activity on the Shadow Grove job site on Monday because of the rain. We would like to request a Rain Day on 06/12/2017. Please let us know if the request is approved. Thank you.

Sincerely,

*Nipun Gadhok*

*Assistant Project Manager*



5615 Duval Street  
Pensacola, FL 32503  
Phone: (850) 484-4344  
Cell: (979)-985-0612  
Fax: (850) 484-4323  
nipun@bkw-inc.com

6/17/2017

RAIN DAY REQUEST - SHADOW GROVE PROJECT - 06/14/2017 & 06/15... - Nick Chauvin

# RAIN DAY REQUEST - SHADOW GROVE PROJECT - 06/14/2017 & 06/15/2017

Nipun Gadhok

Fri 6/16/2017 8:10 AM

To: Nick Chauvin <NJCHAUVIN@co.escambia.fl.us>;

Cc: Garrett Kelley <Garrett@bkw-inc.com>; Carl Gilbert <Carl@bkw-inc.com>;

Nick,

We were not able to carry out any planned activity on the Shadow Grove job site on Wednesday & Thursday because of the rain. We would like to request a Rain Day on 06/14/2017 & 06/15/2017. Please let us know if the request is approved. Thank you.

Sincerely,

*Nipun Gadhok*

*Assistant Project Manager*



5615 Duval Street  
Pensacola, FL 32503  
Phone: (850) 484-4344  
Cell: (979)-985-0612  
Fax: (850) 484-4323  
nipun@bkw-inc.com

**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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 [ 422039 FAX: 850-484-4323 ]  
 BKW INC  
 5615 DUVAL STREET  
 PENSACOLA FL 32503 ]

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 [ ENGINEERING  
 ENGINEERING DEPARTMENT  
 3363 WEST PARK PLACE  
 PENSACOLA FL 32505 ]  
 T  
O  
 [ ATTN: ROBIN LAMBERT ]

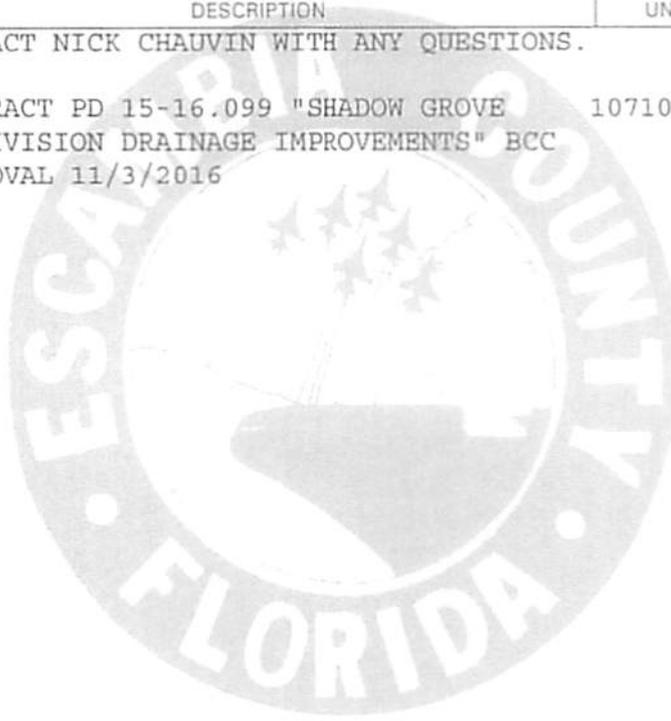
ORDER DATE: 11/08/16 BUYER: PAUL NOBLES REQ. NO.: 17000863 REQ. DATE: 11/04/16

TERMS: NET 30 DAYS F.O.B.: JOB SITE DESC.: PD 15-16.099

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
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CONTACT NICK CHAUVIN WITH ANY QUESTIONS.

01	1.00	LOT	CONTRACT PD 15-16.099 "SHADOW GROVE SUBDIVISION DRAINAGE IMPROVEMENTS" BCC APPROVAL 11/3/2016	1071051.8100	1,071,051.81
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ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	1,071,051.81
01	330493 54612	1,071,051.81	ESDPW09	TOTAL \$	1,071,051.81

APPROVED BY

*Angie Loring for JB 11/30/16*

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

20. See Page 47.
21. Approving, and authorizing the County Administrator to sign, the Agreement between Escambia County, Florida, and BKW, Inc., per the terms and conditions of PD 15-16.099, Shadow Grove Subdivision Drainage Improvements, for a lump sum of \$1,071,051.81 (Funding: Fund 112, Disaster Recovery Fund, Cost Center 330493, Object Code 54612/56301, Project Code ESDPW09).
22. Taking the following action concerning the contract award for Beach Haven Northeast Drainage and Sanitary Sewer Project, Phase I (Funding: Fund 118, National Fish & Wildlife Foundation Ph1, Cost Center 222002, Object Code 56301 – \$4,977,250; Fund 110, FDEP 319 Grant Ph1, Cost Center 221024, Object Code 56301 – \$500,000; Fund 352, Emerald Coast Utilities Authority [ECUA] Ph1, Cost Center 210107, Object Code 56301, Project Number 08EN0272 – \$3,562,947.75; Fund 352, Local Option Sales Tax [LOST] III, Cost Center 222002, Cost Center 210107, Object Code 56301, Project Number 08EN0272 – \$1,347,599; Fund 151, CRA Ph1 Sidewalks, Cost Center 370114, Object Code 56301 – \$109,325; and Fund 352, ECUA LOST, Cost Center 210107, Object Code 56301, Project Number 08EN0272 – \$28,384):
- A. Approving, and authorizing the County Administrator to sign, the Agreement between Escambia County, Florida, and Phoenix Construction Services, Inc., per the terms and conditions of PD 15-16.94, Beach Haven Northeast Drainage and Sanitary Sewer Project, Phase I, for a lump sum of \$10,497,122.21;
  - B. Approving Amendment No. 1 to the Interlocal Cost-Sharing Agreement between the Emerald Coast Utilities Authority and the County of Escambia for construction services for the Beach Haven Northeast Drainage, Roadway, and Sanitary Sewer Improvement Project Phase 1; and
  - C. Authorizing the Chairman or Vice Chairman to sign the amended Interlocal Cost-Sharing Agreement.
23. See Page 48.

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

1-10. Approval of Various Consent Agenda Items – Continued

10. Reappointing Terrence William Brotherton to the Human Services Appropriations Committee, to serve a three-year term, effective November 7, 2016, through November 6, 2019.

Mr. Brotherton was the only citizen who responded after a General Alert was posted on the County's website from September 30, 2016, to October 12, 2016, informing the public that the Escambia County Board of County Commissioners was seeking residents interested in volunteering for appointment to the Human Services Appropriations Committee.

II. BUDGET/FINANCE CONSENT AGENDA

1-24. Approval of Various Consent Agenda Items

Motion made by Commissioner Underhill, seconded by Commissioner May, and carried unanimously, approving Consent Agenda Items 1 through 24, as follows, with the exception of Items 3, 6, 7, 8, 9, 18, 20, and 23, which were held for separate votes:

1. Approving the issuance of blanket and/or individual Purchase Orders, in excess of \$50,000, based upon previously awarded Contracts, per the following, for the Public Safety Department, for Fiscal Year 2016/2017 (Funding: Fund 143, Fire Services, Cost Center 330206, Fire Services; Fund 408, Emergency Medical Services, Cost Center 330302):

	Vendor	Amount	Contract Number
1	Ten-8 Fire Equipment	\$150,000	PD 13-14.017
2	Ward International Trucks	\$300,000	SS 16-17.002
3	Howell Tires	\$60,000	PD 14-15.087



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

**AI-12768** **County Administrator's Report** **10. 23.**  
**BCC Regular Meeting** **Budget & Finance Consent**

**Meeting Date:** 09/21/2017

**Issue:** Extensions of Contracts with Gulf Coast Traffic Engineers - PD  
13-14.084 & PD 13-14.085

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

**Organization:** Public Works

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning Extensions of Contracts with Gulf Coast Traffic Engineers for Traffic Related Services - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action:

- A. Approve the Amendment to Contract (PD 13-14.084 - Install, Refurbish, and Removal of Pavement Markings and Associated Items) with Gulf Coast Traffic Engineers, Inc., per the contract terms for a period of six months;
- B. Approve the Amendment to Contract (PD 13-14.085 - Install, Furnish, and Removal of Signs) with Gulf Coast Traffic Engineers, Inc., per the contract terms for a period of six months; and
- C. Authorize the Chairman to sign the Amendments and any future documentation related to such, subject to legal sign-off.

[Funding source: Funds are available in Fund 175, Transportation, Trust Fund, Cost Center 211201, Object Code 53101, Professional Services]

**BACKGROUND:**

Meeting in regular session on September 25, 2014, the Board awarded Contract PD 13-14.085 to Gulf Coast Traffic Engineers (GCTE) to install, furnish, and remove signs for a period of 3 years. Meeting in regular session on October 9, 2014, the Board awarded Contract PD 13-14.084 to GCTE to install, refurbish, and removal of pavement markings for a period of 3 years. Both contracts allow for the option to extend for an additional 6 months following the completion of the initial 3 year period.

Public Works staff is requesting the extensions to allow additional time for the procurement process. The solicitation packages for both contracts are prepared and

awaiting solicitation.

Funds are budgeted and allocated annually at \$350,000 to cover the services for both contracts. Of the \$350,000, \$300,000 is allocated for PD 13-14.084 and \$50,000 is allocated for PD 13-14.085.

**BUDGETARY IMPACT:**

Funds are available in Fund 175, Cost Center 211201, Object Code 53101, Professional Services.

Funds are budgeted and allocated annually at \$350,000 to cover the services for both contracts. Of the \$350,000, \$300,000 is allocated for PD 13-14.084 and \$50,000 is allocated for PD 13-14.085.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney, has reviewed and signed off on the Agreements.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

Upon approval, Public Works staff will coordinate with the County Attorney's Office and GCTE, Inc. for the contract extensions.

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**Attachments**

Pavement Markings Contract  
Traffic Control Signs Contract  
Renewal Response from GCTE  
Agreement Pavement Markings  
Agreement Signs

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**AGREEMENT - PD 13-14.084 IS SHOWN  
ON PAGES 29 - 52**



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

AI-6743

County Administrator's Report 10. 21.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/09/2014

Issue: Install Refurbish and Removal of Pavement Markings and Associated Items PD 13-14.084

From: Amy Lovoy

Organization: OMB

CAO Approval:

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

**RECOMMENDATION:**

Recommendation Concerning Install Refurbish and Removal of Pavement Markings and Associated Items - Amy Lovoy, Management and Budget Services Department Director

That the Board award an Indefinite Quantity Indefinite Delivery Contract, #PD 13-14.084, Install, Refurbish and Removal of Pavement Markings and Associated Items, and approve the Agreement Relating to Pavement Markings between Gulf Coast Traffic Engineers, Inc., and Escambia County, for the annual budgeted amount of \$300,000, for a term of three years.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 54601, \$300,000]

**BACKGROUND:**

The Office of Purchasing advertised the solicitation September 1, 2014 in the Pensacola News Journal. Two bids were received on September 10, 2014.

**BUDGETARY IMPACT:**

Funding: Fund 175 Transportation Trust Fund, Cost Center 211201, Object Code 54601, \$300,000.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Assistant County Attorney Kristin Hual prepared the Contract.

**PERSONNEL:**

NA

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Escambia County FL, Code of Ordinance, Chapter 46, Article II, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will issue the Contract and Purchase Order. The Office of Purchasing will issue the Contract and Purchase Order.

---

**Attachments**

Bid Tab  
agreement

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**AGREEMENT RELATING TO PAVEMENT MARKINGS PD 13-14.084**

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and Gulf Coast Traffic Engineers, Inc., a for-profit corporation, authorized to do business in the State of Florida (hereinafter referred to as "Contractor"), whose federal identification number is 59-1104811, and whose principal address is 8203 Kipling Street, Pensacola, Florida 32514.

**WITNESSETH:**

**WHEREAS**, the County issued an Invitation to Bid seeking bids for installation, refurbishment, and removal of pavement markings and associated items (PD 13-14.084); and

**WHEREAS**, Contractor was the lowest most responsive and most responsible bidder whose bid met the requirements and criteria set forth in the Invitation to Bid; and

**WHEREAS**, the County desires to enter into an agreement with Contractor for the provision of such services as specified herein.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. Term. This Agreement shall commence upon the date last executed by the parties and continue for a term of three (3) years.

After exercising all options to renew, the County may unilaterally extend this Agreement for an additional six (6) months. The County shall provide written notice of the desire to extend the agreement no later than sixty (60) days prior to the expiration of the last one (1) year renewal period. The total duration of this agreement, including the exercise of all options to renew/extend, shall not exceed the duration of 3.5 years.

3. Scope of Services. Contractor agrees to provide services including, but not limited to, the scope of services outlined in Escambia County's ITB Specification No. P.D. 13-14.084, attached hereto as Composite Exhibit "1". In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor in accordance with the Bid

Form, dated September 10, 2014, provided as part of the Contractor's Proposal, attached hereto as Exhibit "2". All items purchased by the County pursuant to this agreement are subject to post sale audit adjustment. In the event an audit indicates Contractor has not honored quoted price lists and discounts, Contractor will be liable for any and all overage charges.

5. Work Orders. The County shall assign tasks to the Contractor in writing by issuing Work Orders relating to a blanket purchase order or by individual purchase order (Exhibits "1-A" and "1-B") on an as-needed basis. Time is of the essence in the performance of the work performed pursuant to this agreement. Each Work Order or purchase order issued to the Contractor shall include the task(s) to be accomplished and the time frame in which the tasks must be completed, to include a commencement and completion date. The Contractor shall review and sign each Work Order and return it to the County within three (3) calendar days. The Contractor shall not have the right of refusal but may request a later commencement and/or completion date, which may be approved at the County's sole discretion. The work shall be completed within the time frame set forth in the Work Order. Work performed prior to the commencement date specified in the Work Order shall be at the sole risk of the Contractor. Work not completed within the time frame established in the work order shall result in Liquidated Damages. If work may not be completed by the Contractor within the time frame established in the Work Order, the Contractor may submit a written request for an extension, which may be approved at the County's sole discretion. No minimum quantity of work is guaranteed during the term of this agreement, and only those tasks assigned pursuant to a work order may be compensated.

6. Method of Billing. Contractor shall submit invoices to the County on a monthly basis. Invoices shall reflect the number of hours expended and the amount due and owing for monthly fees with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice.

7. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services performed through the date of termination.

8. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the

Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9. Insurance. The Contractor is required to carry the following insurance:
- (a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.
  - (b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
  - (c) Excess or Umbrella Liability
  - (d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.
  - (e) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.
  - (f) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.
10. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Gulf Coast Traffic Engineers, Inc.  
Attention: Joel Enderson  
8203 Kipling Street  
Pensacola, Florida 32514

To: County  
Attention: County Administrator  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

12. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and its surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract of the Contractor.

13. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

14. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

15. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

16. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and

obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature:

Approved as to form and legal  
sufficiency.

By/Title: [Signature]  
Date: 10/10/14

ATTEST: Pam Childers  
Clerk of Circuit Court

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

(SEAL)

**COUNTY:**

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

By: \_\_\_\_\_  
Lumon J. May, Chairman

Date: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

**CONTRACTOR:**

**Gulf Coast Traffic Engineers, Inc.**

By: \_\_\_\_\_  
Joel Enderson, Vice President

**ATTEST:**

By: \_\_\_\_\_  
Corporate Secretary

(SEAL)

Exhibit "B"

"Negotiated Amendment"

Contract PD

Installation, Refurbish and Removal of Pavement Markings and Associated Items

A. Description of services to be performed:

Line Item(s) and Unit Price(s)

Contractor: \_\_\_\_\_ Date Submitted to Contractor: \_\_\_\_\_

Line Item #	Description of Work Item	Unit	Unit Price(s)		
			10 days	15-30 days	60-120 days
_____	_____	_____	\$ _____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____	\$ _____

B. Time of Performance:

\_\_\_\_\_

\_\_\_\_\_  
 Contractor/Company Representative (Authorized to Bid Company)      Title/Position      Date

\_\_\_\_\_  
 Contract Administrator      Title/Position      Date

Note to Contractor:

The above signed agree that all unit prices listed above will serve as additions to the existing Contract. It is understood that there are no guaranteed minimum quantities associated with any of the Work items listed above.





## 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.

This contract will be awarded for a three (3) period. This contract involves the layout, installation, refurbishing and removal of paint, thermoplastic, textured pavement, raised pavement markings, galvanized post type and flexible channel post delineators for capital improvement and maintenance projects throughout Escambia County. Work will consist of the installation of paint, thermoplastic, textured pavement, raised pavement marker (rpm's), wheel stops, galvanized post type and flexible channel post delineators. Work will also include the removal (scarify) of old paint and thermoplastic markings, with proper disposal by the contractor in accordance with federal, state and local requirements including FDOT, DEP and EPA. Installation of new and refurbished paint or thermoplastic must complete a retro-reflectivity reading (Exhibit "C") and comply with FDOT. Work authorized under this contract may be originated through the issuance of Work Orders relating to a Blanket Purchase Order or by individual Purchase Orders. All Work Orders will require a signed agreement (Exhibit "A"), returned to the County before work can begin. There is no minimum quantity of work guaranteed under this solicitation; all Work Orders will define the scope of services required at the time of issuance.

## **Install, Refurbish, and Removal of Pavement Markings and Associated Items Technical Specifications**

### **PAVEMENT MARKINGS**

#### **PART 1 – GENERAL**

##### **1.1 RELATED DOCUMENTS**

- A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions and other Specifications Sections, apply to work of this section.
- B. Unless otherwise specified on the plan sheets or in other sections of this contract, all materials and work shall conform to the applicable requirements in the following documents:
  - 1. Florida Department of Transportation *Roadway and Traffic Design Standards*, Indices 17344 through 17347, 17352 and 17359, latest edition.
  - 2. Florida Department of Transportation *Standard Specifications for Road and Bridge Construction*, Sections 701, 705, 706, 710, 711, 970, 971, and 993, latest edition.
  - 3. USDOT, Federal Highway Administration *Manual on Uniform Traffic Control Devices for Streets and Highways*, latest edition.

**GENERAL EXCEPTIONS:** Any reference to FDOT Standard Specifications for Road and Bridge Construction (latest edition) Division I General Requirements & Covenants shall be excluded and not applicable to any specification referred herein, or otherwise listed in this document.

##### **1.2 DESCRIPTION OF WORK**

The work under this section includes the installation and removal of temporary and permanent pavement markings, textured pavement, reflective markers, galvanized posts, flex posts, delineators, wheel stops, and audible and vibratory pavement markings. The Contractor shall furnish all labor, materials, tools, supplies, equipment, and machinery necessary to fully complete the work shown in the plans and in these specifications. Pavement marking notes on plan sheets shall take precedence over and modify conflicting Technical Specifications.

## **PART 2 – PRODUCTS**

### **2.1 MATERIALS**

All materials shall be new and of good quality unless otherwise specified. The Contractor, at his own expense and if requested by the County Contract Administrator, shall furnish samples of material and/or shall certify that the material meets all FDOT requirements. All material or work that has been rejected shall be remedied by the Contractor at his own expense and without delay. If the Contractor fails to promptly remove and/or dispose of rejected material and replace the same, the County Contract Administrator may remove and replace the same and deduct the cost of the work from the contract amount.

### **2.2 TEMPORARY PAVEMENT MARKINGS**

Materials for temporary pavement marking shall meet all requirements of FDOT Specs, Section 710, latest edition.

### **2.3 PERMANENT PAVEMENT MARKINGS**

Materials for permanent pavement markings shall meet all requirements of FDOT Specs, Section 711, latest edition.

### **2.4 REFLECTIVE PAVEMENT MARKERS**

Materials for reflective pavement markers shall meet all requirements of FDOT Specifications, Sections 706, latest edition.

### **2.5 OBJECT MARKERS AND DELINEATORS**

Materials for object markers shall meet all requirements of FDOT Specifications, Sections 705, latest edition.

### **2.6 AUDIBLE AND VIBRATORY PAVEMENT MARKINGS**

Materials for audible and vibratory pavement markings shall meet all requirements of FDOT Specifications, Sections 701, latest edition.

## **PART 3 – EXECUTION**

### **3.1 GENERAL**

All pavement markings shall be applied in accordance with FDOT requirements.

### **3.2 TEMPORARY PAVEMENT MARKINGS**

Temporary pavement markings shall be installed at the end of each day on new pavement surfaces and shall be maintained until permanent markings are installed.

### 3.3 PERMANENT PAVEMENT MARKINGS

Permanent pavement markings, including painted stripes, thermoplastic stripes, and reflective pavement markers, shall be installed as shown in the plans. Materials and installation shall conform to applicable standards in the documents referenced in Section 1.1. Installation of permanent markings on all final asphaltic concrete surfaces shall not be accomplished prior to 14 calendar days, nor later than 30 calendar days, after placement of the final surfaces.

### 3.4 RETROREFLECTIVITY

The Contractor shall, within thirty days of completion, furnish retro-reflectivity readings certifying that the materials (*Exhibit C*) meet all FDOT requirements as per Part I, 1.1.B.2, Sections 710 and 711.

## PART 4 – MEASUREMENT / PAYMENT

### 4.1 METHOD OF MEASUREMENT

The County Contract Administrator or project manager may specify a lump sum or unit of measurement for quantities in place.

The quantities to be paid for under this Section will be the length in feet or gross mile of Skip Traffic Stripes, the length in feet or gross mile of Solid Traffic Stripes, the number of directional arrows and pavement messages, painted, the area in square feet or of Reflective Paint (Island Nose), and the area in square feet or the length in feet to Remove Existing Markings. Measurement will be taken as the distance from the beginning of the first painted stripe to the end of the last painted stripe with proper deductions made for unpainted intervals will not be included in pay quantity.

### 4.2 BASIS OF PAYMENT

Prices and payment will be full compensation for all work specified in this Section, including, all cleaning and preparing of surfaces, furnishing all materials, application, curing and protection of all items, MOT, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work. Final payment will be withheld until all deficiencies are corrected.

**Exhibit "A"**  
**"Work Order"**

Escambia County Transportation & Traffic Operations  
 3363 West Park Place, Pensacola, Florida 32505  
 (850) 595-3404 FAX (850) 595-3405  
 Date: \_\_\_\_\_

Contract PD \_\_\_\_\_ For \_\_\_\_\_ WOF \_\_\_\_\_ Contractor: \_\_\_\_\_  
 Installation, Refresh and Removal of Pavement Markings and Associated Items Term Contract  
 Description of services to be performed: \_\_\_\_\_

Location work is to be performed: \_\_\_\_\_

Negotiated cost of construction: \$ \_\_\_\_\_  
 Period of time services are to be accomplished: \_\_\_\_\_  
 Start Date: \_\_\_\_\_  
 Completion Date: \_\_\_\_\_

Note: Within ten (10) calendar days after receipt of the Contractors Acceptance, prepare and submit to County, a progress schedule for the Work Order issued.

Item No.	Item Description of Work Order	Quantity	Unit	0-10 Days	Ext.	15-30 Days	Ext.	60-120 Days	Ext.
				SubTotal		\$ _____	\$ _____	\$ _____	\$ _____

Item No.	Item Description of Work Order	Quantity	Unit	0-10 Days	Ext.	15-30 Days	Ext.	60-120 Days	Ext.
				SubTotal		\$ _____	\$ _____	\$ _____	\$ _____

Item No.	Item Description of Work Order	Quantity	Unit	0-10 Days	Ext.	15-30 Days	Ext.	60-120 Days	Ext.
				SubTotal		\$ _____	\$ _____	\$ _____	\$ _____

Item No.	Item Description of Work Order	Quantity	Unit	0-10 Days	Ext.	15-30 Days	Ext.	60-120 Days	Ext.
				SubTotal		\$ _____	\$ _____	\$ _____	\$ _____

Item No.	Item Description of Work Order	Quantity	Unit	0-10 Days	Ext.	15-30 Days	Ext.	60-120 Days	Ext.
				SubTotal		\$ _____	\$ _____	\$ _____	\$ _____
				Total		\$ _____	\$ _____	\$ _____	\$ _____

Predictable Schedule for Work Accomplishment Requested (Sent to contractor): \_\_\_\_\_ Date \_\_\_\_\_  
 Signature of Escambia County Project Manager \_\_\_\_\_  
 Contractor Conformance with Schedule for Work Accomplishment (Received): \_\_\_\_\_ Date \_\_\_\_\_  
 Contractor Representative \_\_\_\_\_  
 Work Order Approved & Issued: \_\_\_\_\_ Date \_\_\_\_\_  
 Signature of Escambia County Representative (Chief of design) \_\_\_\_\_  
 Contractor Signature of Receipt and Acceptance of Negotiated Work Order \_\_\_\_\_ Date \_\_\_\_\_  
 Contractor Signature of Completion (Notification of Completion) \_\_\_\_\_ Date \_\_\_\_\_  
 Project Completion Date (starting date of 2-year warranty): \_\_\_\_\_

**SIGN AND RETURN THIS FORM WITH YOUR BIDS\*\***

**SOLICITATION, OFFER AND AWARD FORM** ESCAMBIA COUNTY FLORIDA

**SUBMIT OFFERS TO:**  
**CLAUDIA SIMMONS**  
 Purchasing Manager  
 Office of Purchasing, 2nd Floor, Room 11.101  
 213 Palafox Place, Pensacola, FL 32502  
 Post Office Box 1591, Pensacola, FL 32591-1591  
 Phone No: (850)595-4980 Fax No: (850) 595-4805

**Invitation to Bid**  
**INSTALL, REFURBISH, AND REMOVAL OF**  
**PAVEMENT MARKINGS AND ASSOCIATED ITEMS**  
 SOLICITATION NUMBER: PD 13-14.254

**SOLICITATION**

MAILING DATE: Tuesday, September 2, 2014

OFFERS WILL BE RECEIVED UNTIL: 3:00 p.m., CDT, Wednesday, September 10, 2014 and may not be withdrawn within 90 days after such date and time.

**POSTING OF SOLICITATION TABULATIONS**

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulations shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

**OFFER (SHALL BE COMPLETED BY OFFEROR)**

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:  
59-1104811

TERMS OF PAYMENT:  
NET-30

DELIVERY DATE WILL BE (0-10) DAYS AFTER RECEIPT OF PURCHASE ORDER.

REASON FOR NO OFFER:

VENDOR NAME: Gulf Coast Traffic Engineers, Inc

ADDRESS: 8203 Kipling Street

CITY, ST. & ZIP: Pensacola Florida 32514

PHONE NO.: (850) 478-7066

TOLL FREE NO.: ( )

FAX NO.: (850) 478-0244

BID BOND ATTACHED \$ 1,000.00-Cashiers Check

I certify that this offer is made in good faith understanding, agreement, or intention, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights, title and interest in and to all causes of action or may now or hereafter accrue under the laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or procured by Escambia County Florida. All the County's decisions with respect shall be made and become effective in the same the County renders final payment to the offeror.

Joel E. Enderson-Vice President  
 NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPE OR PRINTED)

Joel E. Enderson  
 SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER  
 (MANUAL)

**\*\*Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

**AWARD**

Upon execution of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

<b>CONTRACTOR</b>		<b>ESCAMBIA COUNTY FLORIDA</b>	
Name and Title of Signer (Type or Print)		Name and Title of Signer (Type or Print)	
<u>Name of Contractor</u>	<u>Gulf Coast Traffic Engineers, Inc</u>	By _____	_____
By _____	Signature of Person Authorized to Sign _____ Date _____	County Administrator	Date _____
ATTEST _____	Corporate Secretary _____ Date _____	WITNESS _____	Date _____
	[CORPORATE SEAL]	WITNESS _____	Date _____
ATTEST _____	Witness _____ Date _____	Awarded Date _____	
ATTEST _____	Witness _____ Date _____	Effective Date _____	



**BID FORM**  
**Specification Number**  
**Installation, Refurbish and Removal of Pavement Markers Term Contract**

Date: 10 Sept 2014

Board of County Commissioners  
 Escambia County, Florida  
 Pensacola, Florida 32502

In accordance with you "Invitation for Bids" and "Instructions to Bidders" for "Installation, Refurbish and Removal of Pavement Markers Term Contract" as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, the undersigned, hereby propose to provide at the following price:

**PART I: APPLICATION OF PAINT MARKINGS (WHITE, YELLOW, BLUE, RED)**

ITEM #	Description of Work Order Items	Unit	10 days	15-30 days*	60-120 days*
			500.00	500.00	500.00
PO100	Skip Stripe, 4", 10'-30' Skip	GM	.70	.70	.70
PO101	Skip Stripe, 4", 10'-30' Skip	LF	.70	.70	.70
PO102	Skip Stripe, 4", 6'-10' Skip	LF	.70	.70	.70
PO103	Skip Stripe, 4", 2'-4' Skip	LF	.70	.70	.70
PO104	Solid Stripe, 4"	LF	800.00	700.00	700.00
PO105	Solid Stripe, 4"	GM	550.00	550.00	550.00
PO106	Skip Stripe, 6", 10'-30' Skip	GM	.90	.90	.90
PO107	Skip Stripe, 6", 10'-30' Skip	LF	.90	.90	.90
PO108	Skip Stripe, 6", 6'-10' Skip	LF	.90	.90	.90
PO109	Skip Stripe, 6", 2'-4' Skip	LF	.90	.90	.90
PO110	Solid Stripe, 6"	GM	850.00	750.00	750.00
PO111	Solid Stripe, 6"	LF	.90	.90	.90
PO112	Solid Stripe, 12"	LF	3.50	3.50	3.50
PO113	Solid Stripe, 18"	LF	4.50	4.50	4.50
PO114	Solid Stripe, 24"	LF	5.50	5.50	5.50
PO115	Directional Arrow, Single-headed, 12SF	EA	10.00	10.00	10.00
PO116	Directional Arrow, Single-headed, 16SF	EA	12.00	12.00	12.00
PO117	Directional Arrow, Double-headed, 27SF	EA	15.00	15.00	15.00
PO118	"Bump" Pavement Message	EA	12.00	12.00	12.00

**PART I: APPLICATION OF PAINT MARKINGS (continued)**

ITEM #	Description of Work Order Items	Unit	10 days	15-30 days*	60-120 days*
PO119	Removal "Bump Pavement Message	EA	15.00	15.00	15.00
PO120	Hump Markings (Ref: 3B-29 "A") MUTCD	EA	12.00	12.00	12.00
PO121	Hump Markings (Ref: 3B-30 "A") MUTCD	EA	15.00	15.00	15.00
PO122	Hump Markings (Ref: 3B-31 "Advance") MUTCD	EA	20.00	20.00	20.00
PO123	Combination (Ref: 3B-29 "A" & Advance) MUTCD	EA	100.0	100.00	100.00
PO124	Combination (Ref: 3B-30 "A" & Advance) MUTCD	EA	100.00	100.00	100.00
PO125	"Lane" Pavement Message	EA	15.00	15.00	15.00
PO126	"Left" Pavement Message	EA	15.00	15.00	15.00
PO127	"Merge" Pavement Message	EA	20.00	20.00	20.00
PO128	"Only" Pavement Message	EA	20.00	20.00	20.00
PO129	"Ped Xing" Pavement Message	EA	50.00	50.00	50.00
PO130	"Right" Pavement Message	EA	25.00	25.00	25.00
PO131	"RXR" Pavement Message	EA	60.00	60.00	60.00
PO132	"School" Pavement Message	EA	70.00	70.00	70.00
PO133	"Stop" Pavement Message	EA	50.00	50.00	50.00
PO134	"Yield" Pavement Message	EA	30.00	30.00	30.00
PO135	Approach Yield (Ref: 3B-14a) MUTCD	EA	20.00	20.00	20.00
PO136	Approach Yield (Ref: 3B-14b) MUTCD	EA	20.00	20.00	20.00
PO137	"Turn" Pavement Message	EA	15.00	15.00	15.00
PO138	Diamond Pavement Message	EA	10.00	10.00	10.00
PO139	Bike Symbol Pavement Message	EA	20.00	20.00	20.00
PO140	Bike Symbol "Arrow"	EA	15.00	15.00	15.00
PO141	Bike Symbol & Arrow	EA	35.00	35.00	35.00
PO142	5' Handicapped Symbol Pavement Message	EA	25.00	25.00	25.00

**PART I: APPLICATION OF PAINT MARKINGS (continued)**

ITEM #	Description of Work Order Items	Unit	10 days	15-30 days*	60-120 days*
PO143	3' Handicapped Symbol Pavement Message	EA	<u>15.00</u>	<u>15.00</u>	<u>15.00</u>
PO144	Removal of Paint Markings	LF	<u>5.00</u>	<u>5.00</u>	<u>5.00</u>
PO145	Removal of Paint Markings	SF	<u>10.00</u>	<u>10.00</u>	<u>10.00</u>
PO146	Solid Stripe, 4" (BLUE)	LF	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
PO147	Solid Stripe, 6" (BLUE)	LF	<u>1.50</u>	<u>1.50</u>	<u>1.50</u>
PO148	Removal of Combination (Ref: 3B-29 "A" & Advance) MUTCD	EA	<u>30.00</u>	<u>30.00</u>	<u>30.00</u>
PO149	Removal of Combination (Ref: 3B-30 "A" & Advance) MUTCD	EA	<u>30.00</u>	<u>30.00</u>	<u>30.00</u>
PO150	Temporary Removal Tape 6" White	EA	<u>5.00</u>	<u>5.00</u>	<u>5.00</u>
PO151	Temporary Removal Tape 6" Blue	EA	<u>5.00</u>	<u>5.00</u>	<u>5.00</u>
PO152	Temporary Removable Tape Handicap Emblem	EA	<u>20.00</u>	<u>20.00</u>	<u>20.00</u>
	Sub-total		<u>3,668.40</u>	<u>3,468.40</u>	<u>3,468.40</u>

**PART II: APPLICATION OF THERMOPLASTIC MARKINGS (WHITE, YELLOW, BLUE, RED)**

ITEM #	Description of Work Order Items	Unit	10 days	15-30 days*	60-120 days*
TO100	Skip Stripe, 4", 10'-30' Skip	QM	<u>1600.00</u>	<u>1500.00</u>	<u>1500.00</u>
TO101	Skip Stripe, 4", 10'-30' Skip	LF	<u>1.80</u>	<u>1.80</u>	<u>1.80</u>
TO102	Skip Stripe, 4", 6'-10' Skip	LF	<u>1.80</u>	<u>1.80</u>	<u>1.80</u>
TO103	Skip Stripe, 4", 2'-4' Skip	LF	<u>1.80</u>	<u>1.80</u>	<u>1.80</u>
TO104	Solid Stripe, 4"	LF	<u>1.80</u>	<u>1.80</u>	<u>1.80</u>
TO105	Solid Stripe, 4"	GM	<u>3100.00</u>	<u>3000.00</u>	<u>3000.00</u>
TO106	Skip Stripe, 6", 10'-30' Skip	GM	<u>1700.00</u>	<u>1600.00</u>	<u>1600.00</u>
TO107	Skip Stripe, 6", 10'-30' Skip	LF	<u>1.90</u>	<u>1.90</u>	<u>1.90</u>
TO108	Skip Stripe, 6", 6'-10' Skip	LF	<u>1.90</u>	<u>1.90</u>	<u>1.90</u>
TO109	Skip Stripe, 6", 2'-4' Skip	LF	<u>1.90</u>	<u>1.90</u>	<u>1.90</u>
TO110	Solid Stripe, 6"	QM	<u>3500.00</u>	<u>3400.00</u>	<u>3400.00</u>
TO111	Solid Stripe, 6" Audible and Vibratory	QM	<u>4800.00</u>	<u>4800.00</u>	<u>4800.00</u>
TO112	Solid Stripe, 6"	LF	<u>1.90</u>	<u>1.90</u>	<u>1.90</u>
TO113	Solid Stripe, 6" Audible and Vibratory	LF	<u>5.00</u>	<u>5.00</u>	<u>5.00</u>
TO114	Solid Stripe, 12"	LF	<u>5.00</u>	<u>5.00</u>	<u>5.00</u>
TO115	Solid Stripe, 18"	LF	<u>6.00</u>	<u>6.00</u>	<u>6.00</u>
TO116	Solid Stripe, 24"	LF	<u>7.00</u>	<u>7.00</u>	<u>7.00</u>
TO117	Directional Arrow, Single-headed, 12SF	EA	<u>15.00</u>	<u>15.00</u>	<u>15.00</u>
TO118	Directional Arrow, Single-headed, 16SF	EA	<u>70.00</u>	<u>70.00</u>	<u>70.00</u>
TO119	Directional Arrow, Double-headed, 27SF	EA	<u>90.00</u>	<u>90.00</u>	<u>90.00</u>
TO120	"Bump" Thermoplastic Message	EA	<u>150.00</u>	<u>150.00</u>	<u>150.00</u>
TO121	Removal "Bump Thermoplastic Message	EA	<u>30.00</u>	<u>30.00</u>	<u>30.00</u>
TO122	Hump Markings (Ref: 3B-29 "A") MUTCD	EA	<u>150.00</u>	<u>150.00</u>	<u>150.00</u>
TO123	Hump Markings (Ref: 3B-30 "A") MUTCD	EA	<u>175.00</u>	<u>175.00</u>	<u>175.00</u>
TO124	Hump Markings (Ref: 3B-31 "Advance") MUTCD	EA	<u>360.00</u>	<u>360.00</u>	<u>360.00</u>

**PART II: APPLICATION OF THERMOPLASTIC MARKINGS (continued)**

ITEM #	Description of Work Order Items	Unit	10 days	15-30 days*	60-120 days*
TO125	Combination (Ref: 3B-29 "A" & Advance) MUTCD	EA	300.00	300.00	300.00
TO126	Combination (Ref: 3B-30 "A" & Advance) MUTCD	EA	300.00	300.00	300.00
TO127	"Lane" Thermoplastic Message	EA	40.00	40.00	40.00
TO128	"Left" Thermoplastic Message	EA	40.00	40.00	40.00
TO129	"Merge" Thermoplastic Message	EA	50.00	50.00	50.00
TO130	"Only" Thermoplastic Message	EA	50.00	50.00	50.00
TO131	"Ped Xing" Thermoplastic Message	EA	70.00	70.00	70.00
TO132	"Right" Thermoplastic Message	EA	40.00	40.00	40.00
TO133	"RXR" Thermoplastic Message	EA	220.00	220.00	220.00
TO134	"School" Thermoplastic Message	EA	150.00	150.00	150.00
TO135	"Stop" Thermoplastic Message	EA	100.00	100.00	100.00
TO136	"Yield" Thermoplastic Message	EA	40.00	40.00	40.00
TO137	Approach Yield (Ref: 3B-14a) MUTCD	EA	50.00	50.00	50.00
TO138	Approach Yield (Ref: 3B-14b) MUTCD	EA	70.00	70.00	70.00
TO139	"Turn" Thermoplastic Message	EA	40.00	40.00	40.00
TO140	Diamond Thermoplastic Message	EA	20.00	20.00	20.00
TO141	Bike Symbol Thermoplastic Message	EA	150.00	150.00	150.00
TO142	Bike Symbol "Arrow"	EA	50.00	50.00	50.00
TO143	Bike Symbol & Arrow	EA	200.00	200.00	200.00
TO144	5' Handicapped Symbol Thermoplastic Message	EA	70.00	70.00	70.00
TO145	3' Handicapped Symbol Thermoplastic Message	EA	50.00	50.00	50.00
TO146	Removal of Thermoplastic Markings	LF	5.00	5.00	5.00
TO147	Removal of Thermoplastic Markings	SF	10.00	10.00	10.00

**PART II: APPLICATION OF THERMOPLASTIC MARKINGS (continued)**

ITEM #	Description of Work Order Items	Unit	10 days	15-30 days*	60-120 days*
TO148	Rumble Strips FDOT Index 518 (1 set)	EA	<u>125.00</u>	<u>125.00</u>	<u>125.00</u>
TO149	Rumble Strips FDOT Index 518 (4 sets)	EA	<u>500.00</u>	<u>500.00</u>	<u>500.00</u>
TO150	Solid Stripe, 4" (BLUE)	LF	<u>6.00</u>	<u>6.00</u>	<u>6.00</u>
TO151	Solid Stripe, 6" (BLUE)	LF	<u>6.50</u>	<u>6.50</u>	<u>6.50</u>
TO152	Removal of Combination (Ref: 3B-29 "A" & Advance) MUTCD	EA	<u>80.00</u>	<u>80.00</u>	<u>80.00</u>
TO153	Removal of Combination (Ref: 3B-30 "A" & Advance) MUTCD	EA	<u>80.00</u>	<u>80.00</u>	<u>80.00</u>
TO154	Removal of Thermoplastic Rumble Stripe FDOT Index 518 (1 set)	EA	<u>120.00</u>	<u>120.00</u>	<u>120.00</u>
TO155	Removal of Thermoplastic Rumble Stripe FDOT Index 518 (4 sets)	EA	<u>200.00</u>	<u>200.00</u>	<u>200.00</u>
TO156	Street Print Brand Textured Pavement, Brick, Red (w/layout & prep.)	SF	<u>30.00</u>	<u>30.00</u>	<u>30.0</u>
TO157	Street Print Brand Textured Pavement, Brick, Red (refinish only)	SF	<u>30.00</u>	<u>30.00</u>	<u>30.00</u>
	Sub-total		<u>19,070.30</u>	<u>18,670.30</u>	<u>18,670.30</u>

**PART III: LAYOUT (ONLY) FOR INSTALLATION OF PAVEMENT MARKINGS\***

ITEM #	Description of Work Order Items	Unit	10 days	15-30 days*	60-120 days*
			<u>50.00</u>	<u>50.00</u>	<u>50.00</u>
LO100	Skip Stripe, 4", 10'-30' Skip	GM	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>
LO 101	Skip Stripe, 4", 10'-30' Skip	LF	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>
LO102	Skip Stripe, 4", 6'-10' Skip	LF	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>
LO103	Skip Stripe, 4", 2'-4' Skip	LF	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>
LO104	Solid Stripe, 4"	LF	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>
LO105	Solid Stripe, 4"	GM	<u>125.00</u>	<u>125.00</u>	<u>125.00</u>
LO106	Skip Stripe, 6", 10'-30' Skip	GM	<u>125.00</u>	<u>125.00</u>	<u>125.00</u>
LO107	Skip Stripe, 6", 10'-30' Skip	LF	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>
LO108	Skip Stripe, 6", 6'-10' Skip	LF	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>
LO109	Skip Stripe, 6", 2'-4' Skip	LF	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>
LO110	Solid Stripe, 6"	GM	<u>125.00</u>	<u>125.00</u>	<u>125.00</u>
LO111	Solid Stripe, 6"	LF	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>
LO112	Solid Stripe, 12"	LF	<u>3.00</u>	<u>3.00</u>	<u>3.00</u>
LO113	Solid Stripe, 18"	LF	<u>4.00</u>	<u>4.00</u>	<u>4.00</u>
LO114	Solid Stripe, 24"	LF	<u>5.00</u>	<u>5.00</u>	<u>5.00</u>
LO115	Directional Arrow, Single-headed, 12SF	EA	<u>3.00</u>	<u>3.00</u>	<u>3.00</u>
LO116	Directional Arrow, Single-headed, 16SF	EA	<u>10.00</u>	<u>10.00</u>	<u>10.00</u>
LO117	Directional Arrow, Double-headed, 27SF	EA	<u>15.00</u>	<u>15.00</u>	<u>15.00</u>
LO118	"Bump" Thermoplastic Message	EA	<u>10.00</u>	<u>10.00</u>	<u>10.00</u>
LO119	Hump Markings (Ref: 3B-29 "A") MUTCD	EA	<u>10.00</u>	<u>10.00</u>	<u>10.00</u>
LO120	Hump Markings (Ref: 3B-30 "A") MUTCD	EA	<u>10.00</u>	<u>10.00</u>	<u>10.00</u>
LO121	Hump Markings (Ref: 3B-31 "Advance") MUTCD	EA	<u>28.00</u>	<u>28.00</u>	<u>28.00</u>

**PART III: LAYOUT (ONLY) FOR INSTALLATION OF PAVEMENT MARKINGS (continued)**

ITEM #	Description of Work Order Items	Unit	10 days	15-30 days*	60-120 days*
LO122	Combination (Ref: 3B-29 "A" & Advance) MUTCD	EA	<u>30.00</u>	<u>30.00</u>	<u>30.00</u>
LO123	Combination (Ref: 3B-30 "A" & Advance) MUTCD	EA	<u>30.00</u>	<u>30.00</u>	<u>30.00</u>
LO124	"Lane" Pavement Message	EA	<u>5.00</u>	<u>5.00</u>	<u>5.00</u>
LO125	"Left" Pavement Message	EA	<u>5.00</u>	<u>5.00</u>	<u>5.00</u>
LO126	"Merge" Pavement Message	EA	<u>5.00</u>	<u>5.00</u>	<u>5.00</u>
LO127	"Only" Pavement Message	EA	<u>5.00</u>	<u>5.00</u>	<u>5.00</u>
LO128	"Ped Xing" Pavement Message	EA	<u>5.00</u>	<u>5.00</u>	<u>5.00</u>
LO129	"Right" Pavement Message	EA	<u>5.00</u>	<u>5.00</u>	<u>5.00</u>
LO130	"RXR" Pavement Message	EA	<u>40.00</u>	<u>40.00</u>	<u>40.00</u>
LO131	"School" Pavement Message	EA	<u>35.00</u>	<u>35.00</u>	<u>35.00</u>
LO132	"Stop" Pavement Message	EA	<u>10.00</u>	<u>10.00</u>	<u>10.00</u>
LO133	"Yield" Pavement Message	EA	<u>10.00</u>	<u>10.00</u>	<u>10.00</u>
LO134	Approach Yield (Ref: 3B-14a) MUTCD	EA	<u>5.00</u>	<u>5.00</u>	<u>5.00</u>
LO135	Approach Yield (Ref: 3B-14b) MUTCD	EA	<u>20.00</u>	<u>20.00</u>	<u>20.00</u>
LO136	"Turn" Pavement Message	EA	<u>5.00</u>	<u>5.00</u>	<u>5.00</u>
LO137	Diamond Pavement Message	EA	<u>5.00</u>	<u>5.00</u>	<u>5.00</u>
LO138	Bike Symbol Pavement Message	EA	<u>5.00</u>	<u>5.00</u>	<u>5.00</u>
LO139	Bike Symbol "Arrow"	EA	<u>5.00</u>	<u>5.00</u>	<u>5.00</u>
LO140	Bike Symbol & Arrow	EA	<u>10.00</u>	<u>10.00</u>	<u>10.00</u>
LO141	Handicapped Symbol Pavement Message	EA	<u>5.00</u>	<u>5.00</u>	<u>5.00</u>
LO142	Rumble Strips FDOT Index 518 (1 set)	EA	<u>10.00</u>	<u>10.00</u>	<u>10.00</u>
LO143	Rumble Strips FDOT Index 518 (4 sets)	EA	<u>40.00</u>	<u>40.00</u>	<u>40.00</u>
	Sub-total		<u>834.00</u>	<u>834.00</u>	<u>834.00</u>

\*Layout - Measuring and marking locations for pavement markings and associated items where none previously existed or previous locations are indiscernible.

**PART IV: LAYOUT AND INSTALLATION OF REFLECTIVE PAVEMENT MARKINGS AND FLEXIBLE POST CHANNELIZERS (All Colors)**

ITEM #	Description of Work Order Items	Unit	10 days	15-30 days*	60-120 days*
RO100	Mono-directional Reflective (RPM), (F&I)	EA	10.00	10.00	10.00
RO101	Bi-directional Reflective (RPM), (F&I)	EA	10.00	10.00	10.00
RO102	Removal, Reflective Pavement Markers	EA	1.00	1.00	1.00
RO103	Flexible Post C Delineators, 36" (F&I)	EA	25.00	25.00	25.00
RO104	Removal, Flexible Post Delineators	EA	2.00	2.00	2.00
RO105	Impact Recovery Flexible Delineators, 36" (F&I)	EA	50.00	50.00	50.00
RO106	Impact Recovery Flexible Delineators, 48" (F&I)	EA	60.00	60.00	60.00
RO107	Impact Recovery Flexible Delineators, 60" (F&I)	EA	65.00	65.00	65.00
RO108	Type IV (Diamond Grade) 6" X 12" Delineators, post type, 7ft galvanized, U-Channel (2#/ft)	EA	15.00	15.00	15.00
	Sub-total		238.00	238.00	238.00

**PART V: INSTALLATION, RELOCATION AND REMOVAL OF WHEEL STOPS**

ITEM #	Description of Work Order Items	Unit	10 days	15-30 days*	60-120 days*
WO100	6' long, Concrete or Rubber Wheel Stops Anchored with 12" Drift Pins, (F&I)	EA	50.00	50.00	50.00
WO100	Relocate, 6' long, Concrete or Rubber Wheel Stops Anchored with 12" Drift Pins, in existing asphalt	EA	15.00	15.00	15.00
WO100	Remove, 6' long, Concrete or Rubber Wheel Stops Anchored with 12" Drift Pins, in existing asphalt	EA	10.00	10.00	10.00
	Sub-total		75.00	75.00	75.00

**PART VI: NIGHT APPLICATION OF PAVEMENT MARKINGS AND ASSOCIATED ITEMS**

Application of Pavement Markings and Associated Items to be performed between the hours of 8:00 p.m. and 6:00 a.m.

Work required by the County to be performed under Part VI will include a Flat Rate adder or a Percentage Rate adder by the contractor, to cover increased nighttime operational costs, in addition to the line item amounts. If the percentage amount is less than the Flat Rate amount, the flat Rate amount would supersede the Percentage.

Note: The Flat Rate should be the minimum additional cost the contractor considers is necessary for smaller jobs to compensate for increased nighttime operational costs.

Flat Rate  
 adder = \$ 250.00

Percentage  
 adder = \$ 23,885.70 (X) 0.01 % = \$ 238.86  
 Total from Parts I - V  
 (use subtotals in "10 days" column from  
 parts I - V for this total)

Grand Total  
 (Parts I - V) = \$ 23,885.70 (+) \$ 250.00 = \$ 24,135.70  
 Total from Parts I - V  
 (use subtotals in "10 days" column from  
 parts I - V for this total) Larger adder from  
 above

**Definitions:**

- EA - Each
- F&I - Furnish & Installation
- GM - Gross Mile (applicable to segments one mile or greater)
- LF - Linear Feet
- MUTCD - Manual of Uniform Traffic Control Devices
- RPM - Reflective Pavement Marker
- SF - Square Foot

**CONTRACTOR REQUIREMENTS**

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. N/A Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
 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 296792  
 Occupational License No. 73936 & 73924  
 Florida DBPR Contractor's License, Certification and/or  
 Registration No. \_\_\_\_\_  
 Type of Contractor's License, Certification and/or  
 Registration \_\_\_\_\_  
 Expiration Date: Sept 2015 14

Bidder: Gulf Coast Traffic Engineers, Inc  
 By: Joel E. Enderson -Vice President  
 Signature: Joel E. Enderson  
 Title: Vice President  
 Address: 8203 Kipling Street  
Pensacola, FL 32514

Terms of Payment  
(Check one) Net 30 Days  2% 10th Prox

Will your company accept Escambia County Purchasing  
Cards? Yes  No

Will your company accept Escambia County Direct  
Payment Vouchers? Yes  No

County Permits/Fees required for this project:

<u>Permit</u>	<u>Cost</u>
_____	_____
_____	_____
_____	_____

Person to contact concerning this bid:

David E. Cook - Vice President

Phone/Toll Free/Fax # 850-478-7066

E-Mail Address: david@ccetinc.com

Home Page Address: 8203 Kipling Street

Pensacola, Florida 32514

Person to contact for emergency service:

David E. Cook - Vice President

Phone/Cell/Pager #: 850-554-4034

Person to contact for disaster service:

David E. Cook - Vice President

Home Address: 8203 Kipling Street

Pensacola, Florida 32514

Home Phone/Cell/Pager #: 850-554-4034

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies) in the amount of \$1000.

Escambia County  
Clerk's Original  
10/9/2014 CAR II-21

**AGREEMENT RELATING TO PAVEMENT MARKINGS PD 13-14.084**

This Agreement is made this 9<sup>th</sup> day of October, 2014, by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and Gulf Coast Traffic Engineers, Inc., a for-profit corporation, authorized to do business in the State of Florida (hereinafter referred to as "Contractor"), whose federal identification number is 59-1104811, and whose principal address is 8203 Kipling Street, Pensacola, Florida 32514.

**WITNESSETH:**

**WHEREAS**, the County issued an Invitation to Bid seeking bids for installation, refurbishment, and removal of pavement markings and associated items (PD 13-14.084); and

**WHEREAS**, Contractor was the lowest most responsive and most responsible bidder whose bid met the requirements and criteria set forth in the Invitation to Bid; and

**WHEREAS**, the County desires to enter into an agreement with Contractor for the provision of such services as specified herein.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. Term. This Agreement shall commence upon the date last executed by the parties and continue for a term of three (3) years.

After exercising all options to renew, the County may unilaterally extend this Agreement for an additional six (6) months. The County shall provide written notice of the desire to extend the agreement no later than sixty (60) days prior to the expiration of the last one (1) year renewal period. The total duration of this agreement, including the exercise of all options to renew/extend, shall not exceed the duration of 3.5 years.

3. Scope of Services. Contractor agrees to provide services including, but not limited to, the scope of services outlined in Escambia County's ITB Specification No. P.D. 13-14.084, attached hereto as Composite Exhibit "1". In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor in accordance with the Bid

Date: 10/17/2014 Verified By: *A. Lane*

Form, dated September 10, 2014, provided as part of the Contractor's Proposal, attached hereto as Exhibit "2". All items purchased by the County pursuant to this agreement are subject to post sale audit adjustment. In the event an audit indicates Contractor has not honored quoted price lists and discounts, Contractor will be liable for any and all overage charges.

5. Work Orders. The County shall assign tasks to the Contractor in writing by issuing Work Orders relating to a blanket purchase order or by individual purchase order (Exhibits "1-A" and "1-B") on an as-needed basis. Time is of the essence in the performance of the work performed pursuant to this agreement. Each Work Order or purchase order issued to the Contractor shall include the task(s) to be accomplished and the time frame in which the tasks must be completed, to include a commencement and completion date. The Contractor shall review and sign each Work Order and return it to the County within three (3) calendar days. The Contractor shall not have the right of refusal but may request a later commencement and/or completion date, which may be approved at the County's sole discretion. The work shall be completed within the time frame set forth in the Work Order. Work performed prior to the commencement date specified in the Work Order shall be at the sole risk of the Contractor. Work not completed within the time frame established in the work order shall result in Liquidated Damages. If work may not be completed by the Contractor within the time frame established in the Work Order, the Contractor may submit a written request for an extension, which may be approved at the County's sole discretion. No minimum quantity of work is guaranteed during the term of this agreement, and only those tasks assigned pursuant to a work order may be compensated.

6. Method of Billing. Contractor shall submit invoices to the County on a monthly basis. Invoices shall reflect the number of hours expended and the amount due and owing for monthly fees with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice.

7. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services performed through the date of termination.

8. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the

Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9. Insurance. The Contractor is required to carry the following insurance:

- (a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.
- (b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
- (c) Excess or Umbrella Liability
- (d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.
- (e) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.
- (f) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

10. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Gulf Coast Traffic Engineers, Inc.  
Attention: Joel Enderson  
8203 Kipling Street  
Pensacola, Florida 32514

To: County  
Attention: County Administrator  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

12. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and its surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract of the Contractor.

13. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

14. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

15. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

16. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and

obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature:

Approved as to form and legal sufficiency.

By/Title: [Signature]  
Date: 10/16/14

**COUNTY:**

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

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

By: [Signature]  
Deputy Clerk

By: [Signature]  
Lumon J. May, Chairman

Date: 10/16/2014

**BCC Approved:** October 9, 2014



**CONTRACTOR:**

**Gulf Coast Traffic Engineers, Inc.**

By: [Signature]  
Joel Enderson, Vice President

**ATTEST:**

By: [Signature]  
Corporate Secretary

(SEAL)





## 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.

This contract will be awarded for a three (3) period. This contract involves the layout, installation, refurbishing and removal of paint, thermoplastic, textured pavement, raised pavement markings, galvanized post type and flexible channel post delineators for capital improvement and maintenance projects throughout Escambia County. Work will consist of the installation of paint, thermoplastic, textured pavement, raised pavement marker (rpm's), wheel stops, galvanized post type and flexible channel post delineators. Work will also include the removal (scarify) of old paint and thermoplastic markings, with proper disposal by the contractor in accordance with federal, state and local requirements including FDOT, DEP and EPA. Installation of new and refurbished paint or thermoplastic must complete a retro-reflectivity reading (Exhibit "C") and comply with FDOT. Work authorized under this contract may be originated through the issuance of Work Orders relating to a Blanket Purchase Order or by individual Purchase Orders. All Work Orders will require a signed agreement (Exhibit "A"), returned to the County before work can begin. There is no minimum quantity of work guaranteed under this solicitation; all Work Orders will define the scope of services required at the time of issuance.

## **Install, Refurbish, and Removal of Pavement Markings and Associated Items**

### ***Technical Specifications***

#### **PAVEMENT MARKINGS**

##### **PART 1 – GENERAL**

##### **1.1 RELATED DOCUMENTS**

- A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions and other Specifications Sections, apply to work of this section.
- B. Unless otherwise specified on the plan sheets or in other sections of this contract, all materials and work shall conform to the applicable requirements in the following documents:
  - 1. **Florida Department of Transportation *Roadway and Traffic Design Standards, Indices 17344 through 17347, 17352 and 17359, latest edition.***
  - 2. **Florida Department of Transportation *Standard Specifications for Road and Bridge Construction, Sections 701, 705, 706, 710, 711, 970, 971, and 993, latest edition.***
  - 3. **USDOT, Federal Highway Administration *Manual on Uniform Traffic Control Devices for Streets and Highways, latest edition.***

**GENERAL EXCEPTIONS:** Any reference to FDOT Standard Specifications for Road and Bridge Construction (latest edition) Division I General Requirements & Covenants shall be excluded and not applicable to any specification referred herein, or otherwise listed in this document.

##### **1.2 DESCRIPTION OF WORK**

The work under this section includes the installation and removal of temporary and permanent pavement markings, textured pavement, reflective markers, galvanized posts, flex posts, delineators, wheel stops, and audible and vibratory pavement markings. The Contractor shall furnish all labor, materials, tools, supplies, equipment, and machinery necessary to fully complete the work shown in the plans and in these specifications. Pavement marking notes on plan sheets shall take precedence over and modify conflicting Technical Specifications.

## PART 2 – PRODUCTS

### 2.1 MATERIALS

All materials shall be new and of good quality unless otherwise specified. The Contractor, at his own expense and if requested by the County Contract Administrator, shall furnish samples of material and/or shall certify that the material meets all FDOT requirements. All material or work that has been rejected shall be remedied by the Contractor at his own expense and without delay. If the Contractor fails to promptly remove and/or dispose of rejected material and replace the same, the County Contract Administrator may remove and replace the same and deduct the cost of the work from the contract amount.

### 2.2 TEMPORARY PAVEMENT MARKINGS

Materials for temporary pavement marking shall meet all requirements of FDOT Specs, Section 710, latest edition.

### 2.3 PERMANENT PAVEMENT MARKINGS

Materials for permanent pavement markings shall meet all requirements of FDOT Specs, Section 711, latest edition.

### 2.4 REFLECTIVE PAVEMENT MARKERS

Materials for reflective pavement markers shall meet all requirements of FDOT Specifications, Sections 706, latest edition.

### 2.5 OBJECT MARKERS AND DELINEATORS

Materials for object markers shall meet all requirements of FDOT Specifications, Sections 705, latest edition.

### 2.6 AUDIBLE AND VIBRATORY PAVEMENT MARKINGS

Materials for audible and vibratory pavement markings shall meet all requirements of FDOT Specifications, Sections 701, latest edition.

## PART 3 – EXECUTION

### 3.1 GENERAL

All pavement markings shall be applied in accordance with FDOT requirements.

### 3.2 TEMPORARY PAVEMENT MARKINGS

Temporary pavement markings shall be installed at the end of each day on new pavement surfaces and shall be maintained until permanent markings are installed.

### 3.3 PERMANENT PAVEMENT MARKINGS

Permanent pavement markings, including painted stripes, thermoplastic stripes, and reflective pavement markers, shall be installed as shown in the plans. Materials and installation shall conform to applicable standards in the documents referenced in Section 1.1. Installation of permanent markings on all final asphaltic concrete surfaces shall not be accomplished prior to 14 calendar days, nor later than 30 calendar days, after placement of the final surfaces.

### 3.4 RETROREFLECTIVITY

The Contractor shall, within thirty days of completion, furnish retro-reflectivity readings certifying that the materials (*Exhibit C*) meet all FDOT requirements as per Part I, 1.1.B.2, Sections 710 and 711.

## PART 4 – MEASUREMENT / PAYMENT

### 4.1 METHOD OF MEASUREMENT

The County Contract Administrator or project manager may specify a lump sum or unit of measurement for quantities in place.

The quantities to be paid for under this Section will be the length in feet or gross mile of Skip Traffic Stripes, the length in feet or gross mile of Solid Traffic Stripes, the number of directional arrows and pavement messages, painted, the area in square feet or of Reflective Paint (Island Nose), and the area in square feet or the length in feet to Remove Existing Markings. Measurement will be taken as the distance from the beginning of the first painted stripe to the end of the last painted stripe with proper deductions made for unpainted intervals will not be included in pay quantity.

### 4.2 BASIS OF PAYMENT

Prices and payment will be full compensation for all work specified in this Section, including, all cleaning and preparing of surfaces, furnishing all materials, application, curing and protection of all items, MOT, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work. Final payment will be withheld until all deficiencies are corrected.

Exhibit "A"  
 "Work Order"

Escambia County Transportation & Traffic Operations  
 2303 West Park Place, Pensacola, Florida 32505  
 (850) 595-3404 FAX: (850) 595-3405  
 Date \_\_\_\_\_

Contract PD \_\_\_\_\_ POP \_\_\_\_\_ WOP \_\_\_\_\_ Contractor: \_\_\_\_\_  
 Installation, Refresh and Removal of Pavement Markers and Associated Items Term Contract

Description of services to be performed:

Location work is to be performed

Negotiated cost of construction  
 \$ \_\_\_\_\_

Period of time services are to be accomplished

Start Date: \_\_\_\_\_

Completion Date: \_\_\_\_\_

Note: Within ten (10) calendar days after receipt of the Contractor's Acceptance, prepare and submit to County, a progress schedule for the Work Order issued.

~~ITEM PART 1: APPLICATION OF PAINT MARKINGS (WHITE YELLOW RED)~~

Item No.	Item Description of Work Order	Quantity	Unit	0-10 Days	Ext.	15-30 Days	Ext.	60-120 Days	Ext.
SubTotal					\$ -		\$ -		\$ -

~~ITEM PART 2: APPLICATION OF THERMOPLASTIC MARKINGS (WHITE YELLOW RED)~~

Item No.	Item Description of Work Order	Quantity	Unit	0-10 Days	Ext.	15-30 Days	Ext.	60-120 Days	Ext.
SubTotal					\$ -		\$ -		\$ -

~~ITEM PART 3: THERMOPLASTIC MARKINGS FOR INSTALLATION OF PAVEMENT MARKINGS~~

Item No.	Item Description of Work Order	Quantity	Unit	0-10 Days	Ext.	15-30 Days	Ext.	60-120 Days	Ext.
SubTotal					\$ -		\$ -		\$ -

~~ITEM PART 4: DAY IN HAND INSTALLATION OF REFLECTIVE PAVEMENT MARKINGS AND/OR DEGREE POST CHANNELS (BLACK/WHITE/RED)~~

Item No.	Item Description of Work Order	Quantity	Unit	0-10 Days	Ext.	15-30 Days	Ext.	60-120 Days	Ext.
SubTotal					\$ -		\$ -		\$ -

~~ITEM PART 5: THERMOPLASTIC MARKINGS APPLICATION AND REMOVAL OF WHITE TOP~~

Item No.	Item Description of Work Order	Quantity	Unit	0-10 Days	Ext.	15-30 Days	Ext.	60-120 Days	Ext.
SubTotal					\$ -		\$ -		\$ -
Total					\$ -		\$ -		\$ -

Practicable Schedule for Work Accomplishment Requested (Sent to contractor):

Signature of Escambia County Project Manager \_\_\_\_\_ Date \_\_\_\_\_

Contractor's Concurrence with Schedule for Work Accomplishment (Received):

Contractor Representative \_\_\_\_\_ Date \_\_\_\_\_

Work Order Approved & Issued:

Signature of Escambia County Representative (Chief of Division) \_\_\_\_\_ Date \_\_\_\_\_

Contractor's Signature of Receipt and Acceptance of Negotiated Work Order \_\_\_\_\_ Date \_\_\_\_\_

Contractor's Signature of Completion (Notification of Completion) \_\_\_\_\_ Date \_\_\_\_\_

Project Completion Date (starting date of 2-year warranty) \_\_\_\_\_

# SIGN AND RETURN THIS FORM WITH YOUR BIDS\*\*

## SOLICITATION, OFFER AND AWARD FORM ESCAMBIA COUNTY FLORIDA

**SUBMIT OFFERS TO:**  
**CLAUDIA SIMMONS**  
Purchasing Manager

Office of Purchasing, 2nd Floor, Room 11.101  
213 Palafox Place, Pensacola, FL 32502  
Post Office Box 1591, Pensacola, FL 32591-1591  
Phone No: (850)595-4980 Fax No: (850) 595-4805

### Invitation to Bid

INSTALL, REFURBISH, AND REMOVAL OF  
PAYEMENT MARKINGS AND ASSOCIATED ITEMS  
SOLICITATION NUMBER: PD 13-14.084

### SOLICITATION

MAILING DATE: Tuesday, September 2, 2014

OFFERS WILL BE RECEIVED UNTIL: 3:00 p.m., CDT, Wednesday, September 10, 2014 and may not be withdrawn within 90 days after such date and time.

### POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

### OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:  
59-1104811

TERMS OF PAYMENT:  
NET- 30

DELIVERY DATE WILL BE 0-10 DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME: Gulf Coast Traffic Engineers, Inc  
ADDRESS: 8203 Kipling Street  
CITY, ST. & ZIP: Pensacola, Florida 32514  
PHONE NO.: (850) 478-7066  
TOLL FREE NO.: ( )  
FAX NO.: (850) 476-0244

REASON FOR NO OFFER:  
\_\_\_\_\_

BID BOND ATTACHED \$ 1,000.00-Cashiers Check

I certify that this offer is made without prior understanding, agreement, or collusion with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County renders final payment to the offeror.

Joel E. Enderson -Vice President  
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER  
\* (TYPED OR PRINTED)

\*\* Joel E. Enderson  
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER  
(MANUAL)

**\*\*Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

### AWARD

Upon verification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign only a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

CONTRACTOR  
Name and Title of Signer (Type or Print)  
\_\_\_\_\_  
Name of Contractor Gulf Coast Traffic Engineers, Inc  
By \_\_\_\_\_  
Signature of Person Authorized to Sign Date \_\_\_\_\_  
ATTEST \_\_\_\_\_  
Corporate Secretary Date \_\_\_\_\_  
(CORPORATE SEAL)  
ATTEST \_\_\_\_\_  
Witness Date \_\_\_\_\_  
ATTEST \_\_\_\_\_  
Witness Date \_\_\_\_\_

ESCAMBIA COUNTY FLORIDA  
Name and Title of Signer (Type or Print)  
\_\_\_\_\_  
By \_\_\_\_\_  
County Administrator Date \_\_\_\_\_  
WITNESS \_\_\_\_\_  
Date \_\_\_\_\_  
WITNESS \_\_\_\_\_  
Date \_\_\_\_\_  
Awarded Date \_\_\_\_\_  
Effective Date \_\_\_\_\_



**BID FORM**  
**Specification Number**  
**Installation, Refurbish and Removal of Pavement Markers Term Contract**

Date: 10 Sept 2014

Board of County Commissioners  
 Escambia County, Florida  
 Pensacola, Florida 32502

In accordance with you "Invitation for Bids" and "Instructions to Bidders" for "Installation, Refurbish and Removal of Pavement Markers Term Contract" as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, the undersigned, hereby propose to provide at the following price:

**PART I: APPLICATION OF PAINT MARKINGS (WHITE, YELLOW, BLUE, RED)**

ITEM #	Description of Work Order Items	Unit	10 days	15-30 days*	60-120 days*
			500.00	500.00	500.00
PO100	Skip Stripe, 4", 10'-30' Skip	GM	<u>.70</u>	<u>.70</u>	<u>.70</u>
PO101	Skip Stripe, 4", 10'-30' Skip	LF	<u>.70</u>	<u>.70</u>	<u>.70</u>
PO102	Skip Stripe, 4", 6'-10' Skip	LF	<u>.70</u>	<u>.70</u>	<u>.70</u>
PO103	Skip Stripe, 4", 2'-4' Skip	LF	<u>.70</u>	<u>.70</u>	<u>.70</u>
PO104	Solid Stripe, 4"	LF	<u>800.00</u>	<u>700.00</u>	<u>700.00</u>
PO105	Solid Stripe, 4"	GM	<u>550.00</u>	<u>550.00</u>	<u>550.00</u>
PO106	Skip Stripe, 6", 10'-30' Skip	GM	<u>.90</u>	<u>.90</u>	<u>.90</u>
PO107	Skip Stripe, 6", 10'-30' Skip	LF	<u>.90</u>	<u>.90</u>	<u>.90</u>
PO108	Skip Stripe, 6", 6'-10' Skip	LF	<u>.90</u>	<u>.90</u>	<u>.90</u>
PO109	Skip Stripe, 6", 2'-4' Skip	LF	<u>.90</u>	<u>.90</u>	<u>.90</u>
PO110	Solid Stripe, 6"	GM	<u>850.00</u>	<u>750.00</u>	<u>750.00</u>
PO111	Solid Stripe, 6"	LF	<u>.90</u>	<u>.90</u>	<u>.90</u>
PO112	Solid Stripe, 12"	LF	<u>3.50</u>	<u>3.50</u>	<u>3.50</u>
PO113	Solid Stripe, 18"	LF	<u>4.50</u>	<u>4.50</u>	<u>4.50</u>
PO114	Solid Stripe, 24"	LF	<u>5.50</u>	<u>5.50</u>	<u>5.50</u>
PO115	Directional Arrow, Single-headed, 12SF	EA	<u>10.00</u>	<u>10.00</u>	<u>10.00</u>
PO116	Directional Arrow, Single-headed, 16SF	EA	<u>12.00</u>	<u>12.00</u>	<u>12.00</u>
PO117	Directional Arrow, Double-headed, 27SF	EA	<u>15.00</u>	<u>15.00</u>	<u>15.00</u>
PO118	"Bump" Pavement Message	EA	<u>12.00</u>	<u>12.00</u>	<u>12.00</u>

**PART I: APPLICATION OF PAINT MARKINGS (continued)**

ITEM #	Description of Work Order Items	Unit	10 days	15-30 days*	60-120 days*
PO119	Removal "Bump Pavement Message	EA	15.00	15.00	15.00
PO120	Hump Markings (Ref: 3B-29 "A") MUTCD	EA	12.00	12.00	12.00
PO121	Hump Markings (Ref: 3B-30 "A") MUTCD	EA	15.00	15.00	15.00
PO122	Hump Markings (Ref: 3B-31 "Advance") MUTCD	EA	20.00	20.00	20.00
PO123	Combination (Ref: 3B-29 "A" & Advance) MUTCD	EA	100.0	100.00	100.00
PO124	Combination (Ref: 3B-30 "A" & Advance) MUTCD	EA	100.00	100.00	100.00
PO125	"Lane" Pavement Message	EA	15.00	15.00	15.00
PO126	"Left" Pavement Message	EA	15.00	15.00	15.00
PO127	"Merge" Pavement Message	EA	20.00	20.00	20.00
PO128	"Only" Pavement Message	EA	20.00	20.00	20.00
PO129	"Ped Xing" Pavement Message	EA	50.00	50.00	50.00
PO130	"Right" Pavement Message	EA	25.00	25.00	25.00
PO131	"RXR" Pavement Message	EA	60.00	60.00	60.00
PO132	"School" Pavement Message	EA	70.00	70.00	70.00
PO133	"Stop" Pavement Message	EA	50.00	50.00	50.00
PO134	"Yield" Pavement Message	EA	30.00	30.00	30.00
PO135	Approach Yield (Ref: 3B-14a) MUTCD	EA	20.00	20.00	20.00
PO136	Approach Yield (Ref: 3B-14b) MUTCD	EA	20.00	20.00	20.00
PO137	"Turn" Pavement Message	EA	15.00	15.00	15.00
PO138	Diamond Pavement Message	EA	10.00	10.00	10.00
PO139	Bike Symbol Pavement Message	EA	20.00	20.00	20.00
PO140	Bike Symbol "Arrow"	EA	15.00	15.00	15.00
PO141	Bike Symbol & Arrow	EA	35.00	35.00	35.00
PO142	5' Handicapped Symbol Pavement Message	EA	25.00	25.00	25.00

**PART 1: APPLICATION OF PAINT MARKINGS (continued)**

ITEM #	Description of Work Order Items	Unit	10 days	15-30 days*	60-120 days*
PO143	3' Handicapped Symbol Pavement Message	EA	<u>15.00</u>	<u>15.00</u>	<u>15.00</u>
PO144	Removal of Paint Markings	LF	<u>5.00</u>	<u>5.00</u>	<u>5.00</u>
PO145	Removal of Paint Markings	SF	<u>10.00</u>	<u>10.00</u>	<u>10.00</u>
PO146	Solid Stripe, 4" (BLUE)	LF	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
PO147	Solid Stripe, 6" (BLUE)	LF	<u>1.50</u>	<u>1.50</u>	<u>1.50</u>
PO148	Removal of Combination (Ref: 3B-29 "A" & Advance) MUTCD	EA	<u>30.00</u>	<u>30.00</u>	<u>30.00</u>
PO149	Removal of Combination (Ref: 3B-30 "A" & Advance) MUTCD	EA	<u>30.00</u>	<u>30.00</u>	<u>30.00</u>
PO150	Temporary Removal Tape 6" White	EA	<u>5.00</u>	<u>5.00</u>	<u>5.00</u>
PO151	Temporary Removal Tape 6" Blue	EA	<u>5.00</u>	<u>5.00</u>	<u>5.00</u>
PO152	Temporary Removable Tape Handicap Emblem	EA	<u>20.00</u>	<u>20.00</u>	<u>20.00</u>
	Sub-total		<u>3,668.40</u>	<u>3,468.40</u>	<u>3,468.40</u>

**PART II: APPLICATION OF THERMOPLASTIC MARKINGS (WHITE, YELLOW, BLUE, RED)**

ITEM #	Description of Work Order Items	Unit	10 days	15-30 days*	60-120 days*
TO100	Skip Stripe, 4", 10'-30' Skip	GM	<u>1600.00</u>	<u>1500.00</u>	<u>1500.00</u>
TO101	Skip Stripe, 4", 10'-30' Skip	LF	<u>1.80</u>	<u>1.80</u>	<u>1.80</u>
TO102	Skip Stripe, 4", 6'-10' Skip	LF	<u>1.80</u>	<u>1.80</u>	<u>1.80</u>
TO103	Skip Stripe, 4", 2'-4' Skip	LF	<u>1.80</u>	<u>1.80</u>	<u>1.80</u>
TO104	Solid Stripe, 4"	LF	<u>1.80</u>	<u>1.80</u>	<u>1.80</u>
TO105	Solid Stripe, 4"	GM	<u>3100.00</u>	<u>3000.00</u>	<u>3000.00</u>
TO106	Skip Stripe, 6", 10'-30' Skip	GM	<u>1700.00</u>	<u>1600.00</u>	<u>1600.00</u>
TO107	Skip Stripe, 6", 10'-30' Skip	LF	<u>1.90</u>	<u>1.90</u>	<u>1.90</u>
TO108	Skip Stripe, 6", 6'-10' Skip	LF	<u>1.90</u>	<u>1.90</u>	<u>1.90</u>
TO109	Skip Stripe, 6", 2'-4' Skip	LF	<u>1.90</u>	<u>1.90</u>	<u>1.90</u>
TO110	Solid Stripe, 6"	GM	<u>3500.00</u>	<u>3400.00</u>	<u>3400.00</u>
TO111	Solid Stripe, 6" Audible and Vibratory	GM	<u>4800.00</u>	<u>4800.00</u>	<u>4800.00</u>
TO112	Solid Stripe, 6"	LF	<u>1.90</u>	<u>1.90</u>	<u>1.90</u>
TO113	Solid Stripe, 6" Audible and Vibratory	LF	<u>5.00</u>	<u>5.00</u>	<u>5.00</u>
TO114	Solid Stripe, 12"	LF	<u>5.00</u>	<u>5.00</u>	<u>5.00</u>
TO115	Solid Stripe, 18"	LF	<u>6.00</u>	<u>6.00</u>	<u>6.00</u>
TO116	Solid Stripe, 24"	LF	<u>7.00</u>	<u>7.00</u>	<u>7.00</u>
TO117	Directional Arrow, Single-headed, 12SF	EA	<u>15.00</u>	<u>15.00</u>	<u>15.00</u>
TO118	Directional Arrow, Single-headed, 16SF	EA	<u>70.00</u>	<u>70.00</u>	<u>70.00</u>
TO119	Directional Arrow, Double-headed, 27SF	EA	<u>90.00</u>	<u>90.00</u>	<u>90.00</u>
TO120	"Bump" Thermoplastic Message	EA	<u>150.00</u>	<u>150.00</u>	<u>150.00</u>
TO121	Removal "Bump Thermoplastic Message	EA	<u>30.00</u>	<u>30.00</u>	<u>30.00</u>
TO122	Hump Markings (Ref: 3B-29 "A") MUTCD	EA	<u>150.00</u>	<u>150.00</u>	<u>150.00</u>
TO123	Hump Markings (Ref: 3B-30 "A") MUTCD	EA	<u>175.00</u>	<u>175.00</u>	<u>175.00</u>
TO124	Hump Markings (Ref: 3B-31 "Advance") MUTCD	EA	<u>360.00</u>	<u>360.00</u>	<u>360.00</u>

**PART II: APPLICATION OF THERMOPLASTIC MARKINGS (continued)**

ITEM #	Description of Work Order Items	Unit	10 days	15-30 days*	60-120 days*
TO125	Combination (Ref: 3B-29 "A" & Advance) MUTCD	EA	300.00	300.00	300.00
TO126	Combination (Ref: 3B-30 "A" & Advance) MUTCD	EA	300.00	300.00	300.00
TO127	"Lane" Thermoplastic Message	EA	40.00	40.00	40.00
TO128	"Left" Thermoplastic Message	EA	40.00	40.00	40.00
TO129	"Merge" Thermoplastic Message	EA	50.00	50.00	50.00
TO130	"Only" Thermoplastic Message	EA	50.00	50.00	50.00
TO131	"Ped Xing" Thermoplastic Message	EA	70.00	70.00	70.00
TO132	"Right" Thermoplastic Message	EA	40.00	40.00	40.00
TO133	"RXR" Thermoplastic Message	EA	220.00	220.00	220.00
TO134	"School" Thermoplastic Message	EA	150.00	150.00	150.00
TO135	"Stop" Thermoplastic Message	EA	100.00	100.00	100.00
TO136	"Yield" Thermoplastic Message	EA	40.00	40.00	40.00
TO137	Approach Yield (Ref: 3B-14a) MUTCD	EA	50.00	50.00	50.00
TO138	Approach Yield (Ref: 3B-14b) MUTCD	EA	70.00	70.00	70.00
TO139	"Turn" Thermoplastic Message	EA	40.00	40.00	40.00
TO140	Diamond Thermoplastic Message	EA	20.00	20.00	20.00
TO141	Bike Symbol Thermoplastic Message	EA	150.00	150.00	150.00
TO142	Bike Symbol "Arrow"	EA	50.00	50.00	50.00
TO143	Bike Symbol & Arrow	EA	200.00	200.00	200.00
TO144	5' Handicapped Symbol Thermoplastic Message	EA	70.00	70.00	70.00
TO145	3' Handicapped Symbol Thermoplastic Message	EA	50.00	50.00	50.00
TO146	Removal of Thermoplastic Markings	LF	5.00	5.00	5.00
TO147	Removal of Thermoplastic Markings	SF	10.00	10.00	10.00

**PART II: APPLICATION OF THERMOPLASTIC MARKINGS (continued)**

ITEM #	Description of Work Order Items	Unit	10 days	15-30 days*	60-120 days*
TO148	Rumble Strips FDOT Index 518 (1 set)	EA	<u>125.00</u>	<u>125.00</u>	<u>125.00</u>
TO149	Rumble Strips FDOT Index 518 (4 sets)	EA	<u>500.00</u>	<u>500.00</u>	<u>500.00</u>
TO150	Solid Stripe, 4" (BLUE)	LF	<u>6.00</u>	<u>6.00</u>	<u>6.00</u>
TO151	Solid Stripe, 6" (BLUE)	LF	<u>6.50</u>	<u>6.50</u>	<u>6.50</u>
TO152	Removal of Combination (Ref: 3B-29 "A" & Advance) MUTCD	EA	<u>80.00</u>	<u>80.00</u>	<u>80.00</u>
TO153	Removal of Combination (Ref: 3B-30 "A" & Advance) MUTCD	EA	<u>80.00</u>	<u>80.00</u>	<u>80.00</u>
TO154	Removal of Thermoplastic Rumble Stripe FDOT Index 518 (1 set)	EA	<u>120.00</u>	<u>120.00</u>	<u>120.00</u>
TO155	Removal of Thermoplastic Rumble Stripe FDOT Index 518 (4 sets)	EA	<u>200.00</u>	<u>200.00</u>	<u>200.00</u>
TO156	Street Print Brand Textured Pavement, Brick, Red (w/layout & prep.)	SF	<u>30.00</u>	<u>30.00</u>	<u>30.0</u>
TO157	Street Print Brand Textured Pavement, Brick, Red (refurbish only)	SF	<u>30.00</u>	<u>30.00</u>	<u>30.00</u>
	Sub-total		<u>19,070.30</u>	<u>18,670.30</u>	<u>18,670.30</u>

**PART III: LAYOUT (ONLY) FOR INSTALLATION OF PAVEMENT MARKINGS\***

ITEM #	Description of Work Order Items	Unit	10 days	15-30 days*	60-120 days*
			<u>50.00</u>	<u>50.00</u>	<u>50.00</u>
LO100	Skip Stripe, 4", 10'-30' Skip	GM	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>
LO101	Skip Stripe, 4", 10'-30' Skip	LF	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>
LO102	Skip Stripe, 4", 6'-10' Skip	LF	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>
LO103	Skip Stripe, 4", 2'-4' Skip	LF	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>
LO104	Solid Stripe, 4"	LF	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>
LO105	Solid Stripe, 4"	GM	<u>125.00</u>	<u>125.00</u>	<u>125.00</u>
LO106	Skip Stripe, 6", 10'-30' Skip	GM	<u>125.00</u>	<u>125.00</u>	<u>125.00</u>
LO107	Skip Stripe, 6", 10'-30' Skip	LF	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>
LO108	Skip Stripe, 6", 6'-10' Skip	LF	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>
LO109	Skip Stripe, 6", 2'-4' Skip	LF	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>
LO110	Solid Stripe, 6"	GM	<u>125.00</u>	<u>125.00</u>	<u>125.00</u>
LO111	Solid Stripe, 6"	LF	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>
LO112	Solid Stripe, 12"	LF	<u>3.00</u>	<u>3.00</u>	<u>3.00</u>
LO113	Solid Stripe, 18"	LF	<u>4.00</u>	<u>4.00</u>	<u>4.00</u>
LO114	Solid Stripe, 24"	LF	<u>5.00</u>	<u>5.00</u>	<u>5.00</u>
LO115	Directional Arrow, Single-headed, 12SF	EA	<u>3.00</u>	<u>3.00</u>	<u>3.00</u>
LO116	Directional Arrow, Single-headed, 16SF	EA	<u>10.00</u>	<u>10.00</u>	<u>10.00</u>
LO117	Directional Arrow, Double-headed, 27SF	EA	<u>15.00</u>	<u>15.00</u>	<u>15.00</u>
LO118	"Bump" Thermoplastic Message	EA	<u>10.00</u>	<u>10.00</u>	<u>10.00</u>
LO119	Hump Markings (Ref: 3B-29 "A") MUTCD	EA	<u>10.00</u>	<u>10.00</u>	<u>10.00</u>
LO120	Hump Markings (Ref: 3B-30 "A") MUTCD	EA	<u>10.00</u>	<u>10.00</u>	<u>10.00</u>
LO121	Hump Markings (Ref: 3B-3) "Advance") MUTCD	EA	<u>28.00</u>	<u>28.00</u>	<u>28.00</u>

**PART III: LAYOUT (ONLY) FOR INSTALLATION OF PAVEMENT MARKINGS (continued)**

ITEM #	Description of Work Order Items	Unit	10 days	15-30 days*	60-120 days*
LO122	Combination (Ref: 3B-29 "A" & Advance) MUTCD	EA	<u>30.00</u>	<u>30.00</u>	<u>30.00</u>
LO123	Combination (Ref: 3B-30 "A" & Advance) MUTCD	EA	<u>30.00</u>	<u>30.00</u>	<u>30.00</u>
LO124	"Lane" Pavement Message	EA	<u>5.00</u>	<u>5.00</u>	<u>5.00</u>
LO125	"Left" Pavement Message	EA	<u>5.00</u>	<u>5.00</u>	<u>5.00</u>
LO126	"Merge" Pavement Message	EA	<u>5.00</u>	<u>5.00</u>	<u>5.00</u>
LO127	"Only" Pavement Message	EA	<u>5.00</u>	<u>5.00</u>	<u>5.00</u>
LO128	"Ped Xing" Pavement Message	EA	<u>5.00</u>	<u>5.00</u>	<u>5.00</u>
LO129	"Right" Pavement Message	EA	<u>5.00</u>	<u>5.00</u>	<u>5.00</u>
LO130	"RXR" Pavement Message	EA	<u>40.00</u>	<u>40.00</u>	<u>40.00</u>
LO131	"School" Pavement Message	EA	<u>35.00</u>	<u>35.00</u>	<u>35.00</u>
LO132	"Stop" Pavement Message	EA	<u>10.00</u>	<u>10.00</u>	<u>10.00</u>
LO133	"Yield" Pavement Message	EA	<u>10.00</u>	<u>10.00</u>	<u>10.00</u>
LO134	Approach Yield (Ref: 3B-14a) MUTCD	EA	<u>5.00</u>	<u>5.00</u>	<u>5.00</u>
LO135	Approach Yield (Ref: 3B-14b) MUTCD	EA	<u>20.00</u>	<u>20.00</u>	<u>20.00</u>
LO136	"Turn" Pavement Message	EA	<u>5.00</u>	<u>5.00</u>	<u>5.00</u>
LO137	Diamond Pavement Message	EA	<u>5.00</u>	<u>5.00</u>	<u>5.00</u>
LO138	Bike Symbol Pavement Message	EA	<u>5.00</u>	<u>5.00</u>	<u>5.00</u>
LO139	Bike Symbol "Arrow"	EA	<u>5.00</u>	<u>5.00</u>	<u>5.00</u>
LO140	Bike Symbol & Arrow	EA	<u>10.00</u>	<u>10.00</u>	<u>10.00</u>
LO141	Handicapped Symbol Pavement Message	EA	<u>5.00</u>	<u>5.00</u>	<u>5.00</u>
LO142	Rumble Strips FDOT Index 518 (1 set)	EA	<u>10.00</u>	<u>10.00</u>	<u>10.00</u>
LO143	Rumble Strips FDOT Index 518 (4 sets)	EA	<u>40.00</u>	<u>40.00</u>	<u>40.00</u>
	Sub-total		<u>834.00</u>	<u>834.00</u>	<u>834.00</u>

\*Layout – Measuring and marking locations for pavement markings and associated items where none previously existed or previous locations are indiscernible.

**PART IV: LAYOUT AND INSTALLATION OF REFLECTIVE PAVEMENT MARKINGS AND FLEXIBLE POST CHANNELIZERS (All Colors)**

ITEM #	Description of Work Order Items	Unit	10 days	15-30 days*	60-120 days*
RO100	Mono-directional Reflective (RPM), (F&I)	EA	10.00	10.00	10.00
RO101	Bi-directional Reflective (RPM), (F&I)	EA	10.00	10.00	10.00
RO102	Removal, Reflective Pavement Markers	EA	1.00	1.00	1.00
RO103	Flexible Post C Delineators, 36" (F&I)	EA	25.00	25.00	25.00
RO104	Removal, Flexible Post Delineators	EA	2.00	2.00	2.00
RO105	Impact Recovery Flexible Delineators, 36" (F&I)	EA	50.00	50.00	50.00
RO106	Impact Recovery Flexible Delineators, 48" (F&I)	EA	60.00	60.00	60.00
RO107	Impact Recovery Flexible Delineators, 60" (F&I)	EA	65.00	65.00	65.00
RO108	Type IV (Diamond Grade) 6" X 12" Delineators, post type, 7ft galvanized, U-Channel (2#/ft)	EA	15.00	15.00	15.00
	Sub-total		238.00	238.00	238.00

**PART V: INSTALLATION, RELOCATION AND REMOVAL OF WHEEL STOPS**

ITEM #	Description of Work Order Items	Unit	10 days	15-30 days*	60-120 days*
WO100	6' long, Concrete or Rubber Wheel Stops Anchored with 12" Drift Pins, (F&I)	EA	50.00	50.00	50.00
WO100	Relocate, 6' long, Concrete or Rubber Wheel Stops Anchored with 12" Drift Pins, in existing asphalt	EA	15.00	15.00	15.00
WO100	Remove, 6' long, Concrete or Rubber Wheel Stops Anchored with 12" Drift Pins, in existing asphalt	EA	10.00	10.00	10.00
	Sub-total		75.00	75.00	75.00

**PART VI: NIGHT APPLICATION OF PAVEMENT MARKINGS AND ASSOCIATED ITEMS**

Application of Pavement Markings and Associated Items to be performed between the hours of 8:00 p.m. and 6:00 a.m.

Work required by the County to be performed under Part VI will include a Flat Rate adder or a Percentage Rate adder by the contractor, to cover increased nighttime operational costs, in addition to the line item amounts. If the percentage amount is less than the Flat Rate amount, the flat Rate amount would supersede the Percentage.

Note: The Flat Rate should be the minimum additional cost the contractor considers is necessary for smaller jobs to compensate for increased nighttime operational costs.

Flat Rate adder =	\$ 250.00			
Percentage adder =	\$ 23,885.70	(X) 0.01 %	=	\$ 238.86
	Total from Parts I - V (use subtotals in "10 days" column from parts I - V for this total)			
Grand Total (Parts I - V) =	\$ 23,885.70	(+) \$ 250.00	=	\$ 24,135.70
	Total from Parts I - V (use subtotals in "10 days" column from parts I - V for this total)			Larger adder from above

**Definitions:**

- EA - Each
- F&I - Furnish & Installation
- GM - Gross Mile (applicable to segments one mile or greater)
- LF - Linear Feet
- MUTCD - Manual of Uniform Traffic Control Devices
- RPM - Reflective Pavement Marker
- SF - Square Foot

**CONTRACTOR REQUIREMENTS**

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. <u>N/A</u>	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 296792  
 Occupational License No. 73936 & 73924  
 Florida DBPR Contractor's License, Certification and/or  
 Registration No. \_\_\_\_\_  
 Type of Contractor's License, Certification and/or  
 Registration \_\_\_\_\_  
 Expiration Date: Sept 2015

Bidder: Gulf Coast Traffic Engineers, Inc  
 By: Joel E. Enderson -Vice President  
 Signature: Joel E. Enderson  
 Title: Vice President  
 Address: 8203 Kipling Street  
Pensacola, FL 32514

Terms of Payment  
(Check one) Net 30 Days  2% 10th Prox

Will your company accept Escambia County Purchasing  
Cards? Yes  No .

Will your company accept Escambia County Direct  
Payment Vouchers? Yes  No .

County Permits/Fees required for this project:

<u>Permit</u>	<u>Cost</u>
_____	_____
_____	_____
_____	_____

Person to contact concerning this bid:

David E. Cook - Vice President  
Phone/Toll Free/Fax # 850-478-7066

E-Mail Address: david@gcteinc.com

Home Page Address: 8203 Kipling Street  
Pensacola, Florida 32514

Person to contact for emergency service:

David E. Cook - Vice President  
Phone/Cell/Pager #: 850-554-4034

Person to contact for disaster service:

David E. Cook - Vice President  
Home Address: 8203 Kipling Street  
Pensacola, Florida 32514

Home Phone/Cell/Pager #: 850-554-4034

Attached to bid you shall find a bid bond,  cashier's check or certified check (circle one that applies) in the amount of \$1000.

9/25/2014 CA# II-20

AGREEMENT RELATING TO SIGNS PD 13-14.085

This Agreement is made this 25 day of September 2014, by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and Gulf Coast Traffic Engineers, Inc., a for-profit corporation, authorized to do business in the State of Florida (hereinafter referred to as "Contractor"), whose federal identification number is 59-1104811, and whose principal address is 8203 Kipling Street, Pensacola, Florida 32514.

WITNESSETH:

**WHEREAS**, the County issued an Invitation to Bid seeking bids for fabrication, installation, and removal of traffic control signs (PD 13-14.085); and

**WHEREAS**, Contractor was the lowest most responsive and most responsible bidder whose bid met the requirements and criteria set forth in the Invitation to Bid; and

**WHEREAS**, the County desires to enter into an agreement with Contractor for the provision of such services as specified herein.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. Term. This Agreement shall commence upon the date last executed by the parties and continue for a term of three (3) years.

After exercising all options to renew, the County may unilaterally extend this Agreement for an additional six (6) months. The County shall provide written notice of the desire to extend the agreement no later than sixty (60) days prior to the expiration of the last one (1) year renewal period. The total duration of this agreement, including the exercise of all options to renew/extend, shall not exceed the duration of 3.5 years.

3. Scope of Services. Contractor agrees to provide services including, but not limited to, the scope of services outlined in Escambia County's ITB Specification No. P.D. 13-14.085, attached hereto as Composite Exhibit "1". In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor in accordance with the Bid Form, dated September 10, 2014, provided as part of the Contractor's Proposal,

Date: 10/16/2014 Verified By: J. Lane

attached hereto as Exhibit "2". All items purchased by the County pursuant to this agreement are subject to post sale audit adjustment. In the event an audit indicates Contractor has not honored quoted price lists and discounts, Contractor will be liable for any and all overage charges.

5. Work Orders. The County shall assign tasks to the Contractor in writing by issuing Work Orders relating to a blanket purchase order or by individual purchase order (Exhibits "1-A" and "1-B") on an as-needed basis. Time is of the essence in the performance of the work performed pursuant to this agreement. Each Work Order or purchase order issued to the Contractor shall include the task(s) to be accomplished and the time frame in which the tasks must be completed, to include a commencement and completion date. The Contractor shall review and sign each Work Order and return it to the County within three (3) calendar days. The Contractor shall not have the right of refusal but may request a later commencement and/or completion date, which may be approved at the County's sole discretion. The work shall be completed within the time frame set forth in the Work Order. Work performed prior to the commencement date specified in the Work Order shall be at the sole risk of the Contractor. Work not completed within the time frame established in the work order shall result in Liquidated Damages. If work may not be completed by the Contractor within the time frame established in the Work Order, the Contractor may submit a written request for an extension, which may be approved at the County's sole discretion. No minimum quantity of work is guaranteed during the term of this agreement, and only those tasks assigned pursuant to a work order may be compensated.

6. Method of Billing. Contractor shall submit invoices to the County on a monthly basis. Invoices shall reflect the number of hours expended and the amount due and owing for monthly fees with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice.

7. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services performed through the date of termination.

8. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties

understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9. Insurance. The Contractor is required to carry the following insurance:

- (a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.
- (b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
- (c) Excess or Umbrella Liability
- (d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.
- (e) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.
- (f) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

10. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Gulf Coast Traffic Engineers, Inc.  
Attention: Joel Enderson  
8203 Kipling Street  
Pensacola, Florida 32514

To: County  
Attention: County Administrator  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

12. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and its surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract of the Contractor.

13. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

14. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

15. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

16. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and

obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature:

Approved as to form and legal sufficiency.

By/Title: [Signature]  
Date: 9/16/14

ATTEST: Pam Childers  
Clerk of the Court

**COUNTY:**

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

By: [Signature]  
Lumon J. May, Chairman

Date: 10/16/2014

BCC Approved: September 25, 2014

By: [Signature]  
Deputy Clerk



**CONTRACTOR:**

**Gulf Coast Traffic Engineers, Inc.**

By: [Signature]  
Joel Enderson, Vice President

**ATTEST:**

By: [Signature]  
Corporate Secretary

(SEAL)

28. Listing of Attachments/Exhibits

Exhibit A – Street Name Sign Work Order

Exhibit B – Traffic Control Work Order

Exhibit C - Standard Details for Installation and Location of Street Name Signs

Exhibit D – ECAT Bus Stop Sign Design *(subject to change)*

Exhibit E – Street Name Sign Daily Report Sheet

Exhibit F - 2011 Traffic Sign Retro-reflective Sheeting Identification Guide

### SCOPE OF WORK

The contract is awarded as a “continuing contract” involving the fabrication and installation of standard and special traffic control signs (warning, regulatory, and guide) for capital improvement and maintenance projects. Work will consist of the fabrication and/or installation of post mounted traffic control signs, reflective object markers, delineators, and/or span and post mounted street name signs. Work under this contract will be originated through the issuance of Work Orders signed by the Director or his/her designee. The Director, or his/her designee, is authorized to issue Work Orders in any amount but not to exceed the annual budget approved by the Board of County Commissioners in the Capital Improvement Program and in the operating budget of the Office of Transportation and Traffic Operations. There is no minimum quantity of work guaranteed in each work order; however, it is anticipated that Work Orders will be issued weekly throughout the contract period.

Contractor agrees to furnish and provide all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and good workmanship to properly execute this contract in the agreed upon Escambia County Documents.



REMOVAL OF SIGNS

1. DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the DEFINITIONS and IDENTIFICATIONS set forth below are assumed to be true and correct and are therefore agreed upon by the parties.

1.1 ADMINISTRATOR

Whenever the term ADMINISTRATOR is used herein it is intended to mean the County Administrator of the Escambia County Government, his/her deputy, or his/her designee. The ADMINISTRATOR is the administrative head of all departments and divisions of the County Government. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the ADMINISTRATOR or his designee.

1.2 BOARD OF COUNTY COMMISSIONERS

The Board of County Commissioners of Escambia County, Florida, which is the governing body of the Escambia County Government.

1.3 CONTRACTOR

The CONTRACTOR selected to perform the services pursuant to this Agreement.

1.4 COUNTY

Escambia County, a body corporate and political subdivision of the State of Florida

1.5 DIRECTOR

The Director of the Public Works Department of Escambia County, or designee, including the Division Manager or Program Manager of Transportation and Traffic Operations

1.6 CONTRACT ADMINISTRATOR

Whenever the term CONTRACT ADMINISTRATOR is used herein it is intended to mean the designee or deputy assigned by the DIRECTOR to administrate the contract for Escambia County Government.

1.7 GENERAL CONTRACT DEFINITIONS

EA = Each  
PA = Per Assembly  
SF = Square Foot  
AS = Assembly (sign and post)  
"Dead End" = W14-1a (per MUTCD)  
EA – Each  
F&I = Furnish and Installation  
MUTCD = Manual of Uniform Traffic Control Devices  
"No Outlet" = W14-2a (per MUTCD)  
PR = pair  
SF = square foot  
FDOT – The Florida Department of Transportation

2. TERM

The term of this agreement shall be for a period of up to a maximum thirty-six (36) months upon mutual agreement of both parties. The County may unilaterally extend the contract for a maximum period of six months, after all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract.

## **INSTALL, FURNISH AND REMOVAL OF SIGNS** *Technical Specifications*

### **TRAFFIC CONTROL SIGNS**

#### **PART 1 - GENERAL**

##### **1.1 RELATED DOCUMENTS**

- A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions and other Specifications Sections, apply to work of this section.
- B. Unless otherwise specified on the work orders, plan sheets, or in other sections of this contract, all materials and work shall conform to the applicable requirements in the following document:
  - 1. USDOT, Federal Highway Administration, *Manual on Uniform Traffic Control Devices for Streets and Highways*, latest edition.
  - 2. USDOT, Federal Highway Administration, *Standard Alphabets for Highway Signs and Pavement Markings*, latest edition.
  - 3. Florida Department of Transportation, *Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System*, latest edition.
  - 4. Florida Department of Transportation, *Standard Specifications for Road and Bridge Construction*, section 700, latest edition.

GENERAL EXCEPTIONS: Any reference to FDOT Standard Specifications for Road and Bridge Construction (latest edition) Division I General Requirements & Covenants shall be excluded and not applicable to any specification referred herein, or otherwise listed in this document.

##### **1.2 DESCRIPTION OF WORK**

The work under this section includes the fabrication and installation of standard and special traffic control signs (warning, regulatory, and guide). The Contractor shall furnish all labor, materials, tools, supplies, equipment, and machinery necessary to fully complete the work shown in the plans and in these specifications.

#### **PART 2 - PRODUCTS**

##### **2.1 MATERIALS**

All materials shall be new and of good quality unless otherwise specified. The Contractor, at his own expense and if requested by Contract Administrator, shall

furnish samples of material and/or shall certify that the material meets all FDOT requirements. All material or work that has been rejected shall be remedied by the Contractor at his own expense and without delay. If the Contractor fails to promptly remove and/or dispose of rejected material and replace the same, the Engineer may remove and replace the same and deduct the cost of the work from the contract amount.

If the Contractor chooses to use material other than specified herein, a sample of the material with supporting manufacturer's literature and specifications must be submitted to the Contract Administrator for prior approval.

### PART 3 - EXECUTION

#### 3.1 UTILITY SPOTS

All street name signs shall be fabricated and installed in accordance with the plans and related documents. Contractor shall contact Sunshine State One Call of Florida at least two working days prior to digging or driving posts.

#### 3.2 SIGN INSTALLATION

- A. Signs shall be placed at the locations illustrated and/or specified in the plans or related documents. The soil around the post shall be solidly tamped so that the sign will stand vertically.
- B. If a sign cannot be placed where indicated due to a conflict, the Contractor shall immediately notify the Contract Administrator. The Contract Administrator will specify an alternate location.
- C. The date when each sign is installed shall be marked in permanent ink on the rear side of each sign.

### PART 4 - MEASUREMENT / PAYMENT

#### 4.1 METHOD OF MEASUREMENT

The quantity to be paid for will be plan quantity, unless otherwise provided.

#### 4.2 BASIS OF PAYMENT

Price and payment will constitute full compensation for all work specified in this section. Payment for all items relating to traffic control signs will be included in the lump sum Maintenance of Traffic pay item.

## POST MOUNTED STREET NAME SIGNS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions and other Specifications Sections, apply to work of this section.
- B. Unless otherwise specified on the plan sheets or in other sections of this contract, all materials and work shall conform to the applicable requirements in the following document:
  - 1. USDOT, Federal Highway Administration *Manual on Uniform Traffic Control Devices for Streets and Highways*, latest edition.
  - 2. USDOT, Federal Highway Administration *Standard Alphabets for Highway Signs and Pavement Markings*, latest edition.
  - 3. Florida Department of Transportation, *Standard Specifications for Road and Bridge Construction, Section 700*, latest edition.
  - 4. FDOT *Design Standards for design, Construction, Maintenance, and utility operations on the State Highway System*, latest edition
  - 5. Escambia County Standard Details for Street Name Signs, latest edition.

GENERAL EXCEPTIONS: Any reference to FDOT Standard Specifications for Road and Bridge Construction (latest edition) Division I General Requirements & Covenants shall be excluded and not applicable to any specification referred herein, or otherwise listed in this document.

#### 1.2 DESCRIPTION OF WORK

The work under this section includes the fabrication and installation of post mounted street name signs as shown or noted on plans. The Contractor shall furnish all labor, materials, tools, supplies, equipment, and machinery necessary to fully complete the work shown in the work order and in these specifications.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

All materials shall be new and of good quality unless otherwise specified. The

Contractor, at his own expense, shall, if requested by Contract Administrator, furnish samples of material and/or shall certify that the material meets all FDOT requirements. All material or work that has been rejected shall be remedied by the Contractor at his own expense and without delay. If the Contractor fails to promptly remove and/or dispose of rejected material and replace the same, the Contract Administrator may remove and replace the same and deduct the cost of the work from the contract amount.

If the Contractor chooses to use material other than specified herein, a sample of the material with supporting manufacturer's literature and specifications must be submitted to the Contract Administrator for prior approval.

Sign-blades reflective sheeting and posts shall conform to the details for street name signs.

### PART 3 - EXECUTION

#### 3.1 GENERAL

All street name signs shall be fabricated and installed in accordance with the plans and related documents. Contractor shall contact Sunshine State One Call of Florida at least two working days prior to digging or driving posts.

#### 3.2 SIGN LAYOUT AND LEGEND

Letter shape and width of stroke shall comply with FHWA & MUTCD standards. For street name signs, lettering, border and blade dimensions shall be consistent with the County's standard detail for street name signs.

#### 3.3 SIGN INSTALLATION

- A. Signs shall be placed at the typical locations shown in the plans or County Standard Details for street name signs. The soil around the post shall be solidly tamped so that the sign will stand vertically.
- B. If a sign cannot be placed where indicated due to a conflict either on the plans or within the County Standard Details for street name signs, the Contractor shall immediately notify the Contract Administrator. The Contract Administrator will specify an alternate location.
- C. The Contractor shall submit a *Street Name Sign Daily Report Sheet* (Exhibit E) of each sign installation placed for inspection by the Contract Administrator. Contractor shall repair or replace signs deemed unacceptable by the Contract Administrator at no expense to the County.

### 3.4 REMOVAL OF SIGNS AND MARKERS

- A. Existing metal street name signs and painted concrete street name markers specified for removal shall be removed from the site, delivered, and unloaded, as directed by the Contract Administrator.
- B. Holes created by the removal of the signs and markers shall be filled with clean soil, which shall be firmly hand tamped to match the level of the surrounding ground.

## PART 4 – MEASUREMENT \ PAYMENT

### 4.1 METHOD OF MEASUREMENT

The quantities to be paid for will be:

- 1. The number and type of street name sign assemblies plus the number and type of auxiliary signs of each designated class complete.
- 2. The number of existing metal street name signs and concrete markers removed, relocated, modified, and placed on specified supports, of each designated class of assembly complete.
- 3. The number of each existing sign panel removed, complete.

### 4.2 BASIS OF PAYMENT

Price and payment will be full compensation for furnishing and installation of all materials necessary to complete the signs as specified through the work order issued; including sign panels complete with sheeting, painting, and message; sign posts and supports, footings, excavation, etc.; and all other work specified in this section, including all incidentals necessary for the complete item.

## SPAN MOUNTED STREET NAME SIGNS

### PART 1 – GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions and other Specifications Sections, apply to work of this section.
- B. Unless otherwise specified on the plan sheets or in other sections of this contract, all materials and work shall conform to the applicable requirements in the following document.
  - 1. USDOT, Federal Highway Administration *Manual on Uniform Traffic Control Devices for Streets and Highways*, latest edition.
  - 2. USDOT, Federal Highway Administration *Standard Alphabets for Highway Signs and Pavement Markings*, latest edition.
  - 3. Florida Department of Transportation, *Standard Specifications for Road and Bridge Construction*, Section 700, latest edition.
  - 4. FDOT *Design Standards for Design, Construction, Maintenance, and Utility Operations on the State Highway System*, latest edition.

GENERAL EXCEPTIONS: Any reference to FDOT Standard Specifications for Road and Bridge Construction (latest edition) Division I General Requirements & Covenants shall be excluded and not applicable to any specification referred herein, or otherwise listed in this document.

#### 1.2 DESCRIPTION OF WORK

The work under this section includes the fabrication of span mounted signs. The Contractor shall furnish all labor, materials, tools, supplies, equipment, and machinery necessary to fully complete the work shown in the work order and in these specifications.

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

All materials shall be new and of good quality unless otherwise specified. The Contractor, at his own expense and if requested by Contract Administrator, shall furnish samples of material and/or shall certify that the material meets all FDOT requirements except as defined herein. All material or work that has been rejected shall be remedied by the Contractor at his own expense and without delay. If the Contractor fails to promptly remove and/or dispose of rejected material, the Contract Administrator may remove and replace the same and deduct the cost of the work from the contract amount.

If the Contractor chooses to use material other than specified herein, a sample of the material with supporting manufacturer's literature and specifications must be submitted to the Contract Administrator for prior approval.

## 2.2 SIGN BLADES

1. 0.125 gauge, 5052-H38 domestic aluminum alloy, 18" in height by various lengths.
2. 0.50' radius rounded corners free of sharp edges.
3. Color and corrosion resistance per Alodine 1200 F treatment or approved equivalent.

## 2.3 SIGN FACING

The sign facing and legend may be fabricated by any of the following methods and materials:

- A. Green 3M ink silk-screened onto white Diamond grade material.
- B. Scotchlite electronic cuttable film (green) over white Diamond grade material.

## PART 3 – EXECUTION

### 3.1 GENERAL

All street name signs shall be fabricated in accordance with the plans and related documents.

### 3.2 SIGN LAYOUT & LEGEND

Letter shape and width of stroke shall comply with FHWA & MUTCD standards except as modified below for street names:

#### A. SIGN LAYOUT

1. Left and right margins shall be at least 2 inches.
2. Border width shall be 1" with 2" radius at all corners.
3. Arrows shall be 4" in height and 8" in length and placed 2" above the lower border.
4. Prefixes and suffixes shall be placed 3" below the upper border.
5. Sign lengths shall be in 6" increments as determined by the legend. Minimum length shall be 48 inches.

B. LETTERS

1. Letters shall be FHWA Series "C", upper and lower case. However, Clearview font should be available upon request.
2. Street Names: Initial letters shall be 12" upper case and subsequent letters shall be 9" lower case. Names shall be centered between the upper and lower borders.
3. Prefixes and suffixes: Initial letters shall be 4" upper case and subsequent letters shall be 3" lower case.
4. Suffixes "nd", "rd", "st", and "th" associated with numbered street names shall be 4" in height and positioned in the upper portion of the primary street name field.

3.3 SIGN INSTALLATION

- A. Signs shall be placed at the typical locations shown in the plans.
- B. If a sign cannot be placed where indicated on the plans due to a conflict, the Contractor shall immediately notify the Contract Administrator. The Contract Administrator will specify an alternate location.

3.4 REMOVAL OF SIGNS

Existing metal street name signs specified for removal shall be removed from the site, delivered, and unloaded, as directed by the Engineer.

PART 4 – MEASUREMENT \ PAYMENT

4.1 METHOD OF MEASUREMENT

The quantities to be paid for will be measured in accordance with the different work tasks required in the Section. The Contract unit price for each different work task as specified in the Contract Documents will include all labor, materials and equipment.

4.2 BASIS OF PAYMENT

Price and payment will be full compensation for furnishing and installation of all materials necessary to complete the signs as specified through the work order issued; including sign panels complete with sheeting, painting, and message; and all other work specified in this section, including all incidentals necessary for the complete item.

**Exhibit A**  
 Street Name Sign Work Order

Escambia County Transportation & Traffic Operations  
 3363 West Park Place, Pensacola FL 32605  
 (850) 595-3404 FAX (850) 595-3405

Date \_\_\_\_\_

Contract associated Work Order # \_\_\_\_\_  
 Furnish and install Street Name Signs

Description of services to be performed  
 District #1 #2 & #3

Location work is to be performed: Escambia County Public Roadways

Negotiated cost of construction: \$ \_\_\_\_\_

Period of time services are to be accomplished: 30 Days

Start Date \_\_\_\_\_

Completion Date \_\_\_\_\_

Note: Within ten (10) calendar days after receipt of the Contractor's Acceptance, prepare and submit to County, a progress schedule for the Work Order Issued.

Item No.	Item Description of Work Order	Quantity	Unit	10 Days	Est.	30 Days	Est.	60 W/ 120 Days	Est.
100	Street Name Sign assembly (21" x 31" blank) (R&L)		AS		5		15		15
101	Street Name Sign assembly (14" x 21" blank) (R&L)		AS		5		15		15
102	Remove & Dispose old street name sign (wood) w/ concrete marker		EA	1	1		1		1
*10	Street Name Sign (14" x 21" blank on existing post) (R&L)		EA		5		15		15
<b>Subtotal</b>					<b>15</b>		<b>45</b>		<b>45</b>
<b>Total</b>					<b>15</b>		<b>45</b>		<b>45</b>

Salvagable Signs   
 (description attached)

Practicable Schedule for Work Accomplishment Requested (Sent to contractor):

\_\_\_\_\_  
 Signature of Escambia County Project Manager Date: \_\_\_\_\_

Contractor Concurrence with Schedule for Work Accomplishment (Received):

\_\_\_\_\_  
 Contractor Representative Date: \_\_\_\_\_

Work Order Approved & Issued:

\_\_\_\_\_  
 Signature of Escambia County Representative (Chief of designee) Date: \_\_\_\_\_

\_\_\_\_\_  
 Contractors Signature of Receipt and Acceptance of Negotiated Work Order Date: \_\_\_\_\_

\_\_\_\_\_  
 Contractors Signature of Completion (Notification of Completion) Date: \_\_\_\_\_

Project Completion Date (starting date of 1-year warranty): \_\_\_\_\_

## EXHIBIT B

<b>ESCAMBIA COUNTY</b> <b>TRANSPORTATION AND TRAFFIC DEPARTMENT</b> 3363 West Park Place Pensacola, Florida 32505 PH: (850) 595-3404 FX: (850) 595-3405			
<b>TRAFFIC CONTROL WORK ORDER</b>			

Work Order #:		Contractor:	
Date:		Fax #:	
P.O.	PD Number:		Date sent to Contractor:
Complaint ID #:		Engineering Technician:	Approved by:

**NOTE: PLEASE RETAIN ALL REMOVED SIGNS AT GCTE FACILITY PER CONTRACT REQUIREMENT. SIGNS WILL BE PICKED UP BY ESCAMBIA COUNTY ROAD DEPARTMENT.**

**Location:**

**Improvements:**

Unit Description	Number of Colors	Square Feet	Type Sheeting	Size	Installation Time	Quantity	Unit Price	Extension Price
							Total	\$

**Location Sketch:**

### Exhibit C (9" Blade)

STANDARD DETAILS FOR INSTALLATION AND LOCATION OF STREET NAME SIGNS																	
<p style="text-align: center; margin-top: 10px;"><b>REQUIRED ITEMS FOR STREET NAME SIGN INSTALLATION</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">1</td> <td style="padding: 2px;">SIGN BLADE - .080" ALODIZED ALUMINUM CORNERS ROUNDED (1/2" RADIUS) FREE OF SHARP EDGES</td> </tr> <tr> <td style="padding: 2px;">2</td> <td style="padding: 2px;">ALUMINUM PYRAMID RAINCAP (ARC 175 OR EQUIVALENT)</td> </tr> <tr> <td style="padding: 2px;">3</td> <td style="padding: 2px;">3/16" X 3/8" BLIND RIVETS (ENDS OF SIGN BLADES WILL BE RIVETED TOGETHER) (4 REQUIRED PER INSTALLATION)</td> </tr> <tr> <td style="padding: 2px;">4</td> <td style="padding: 2px;">3/8" STEEL DRIVE RIVETS ("SOUTHCO" 3878 OR EQUIVALENT) (8 REQUIRED PER INSTALLATION)</td> </tr> <tr> <td style="padding: 2px;">5</td> <td style="padding: 2px;">TELSPAR SIGN POST SYSTEM (CALVANIZED) OR EQUIVALENT (COMPRISED OF PARTS 5a AND 5b)</td> </tr> <tr> <td style="padding: 2px;">5a</td> <td style="padding: 2px;">1 3/4" X 1 3/4" X 10' - 14 GAUGE TELESCOPING TOP POST</td> </tr> <tr> <td style="padding: 2px;">5b</td> <td style="padding: 2px;">2" X 2" X 36" - 12 GAUGE SQUARE FIT ANCHOR POST</td> </tr> <tr> <td style="padding: 2px;">6</td> <td style="padding: 2px;">6/16" X 2 1/4" CORNER BOLT</td> </tr> </table>	1	SIGN BLADE - .080" ALODIZED ALUMINUM CORNERS ROUNDED (1/2" RADIUS) FREE OF SHARP EDGES	2	ALUMINUM PYRAMID RAINCAP (ARC 175 OR EQUIVALENT)	3	3/16" X 3/8" BLIND RIVETS (ENDS OF SIGN BLADES WILL BE RIVETED TOGETHER) (4 REQUIRED PER INSTALLATION)	4	3/8" STEEL DRIVE RIVETS ("SOUTHCO" 3878 OR EQUIVALENT) (8 REQUIRED PER INSTALLATION)	5	TELSPAR SIGN POST SYSTEM (CALVANIZED) OR EQUIVALENT (COMPRISED OF PARTS 5a AND 5b)	5a	1 3/4" X 1 3/4" X 10' - 14 GAUGE TELESCOPING TOP POST	5b	2" X 2" X 36" - 12 GAUGE SQUARE FIT ANCHOR POST	6	6/16" X 2 1/4" CORNER BOLT	<ul style="list-style-type: none"> <li>• INSTALL STREET NAME SIGNS ON CORNERS OF INTERSECTION SO THAT THEY WILL BE ON THE FAR RIGHT SIDE OF THE INTERSECTION FOR TRAFFIC ON THE MAJOR STREET IN ACCORDANCE WITH M.U.T.C.D. SECTION 2D.38</li> <li>• INSTALL STREET NAME SIGN POST AT MID RADIUS, 10' OFF EDGE OF ROAD.</li> <li>• "DEAD END" (W14-1P) OR "NO OUTLET" (W14-2P) PLAQUES MAY BE CO-MOUNTED TO STREET NAME SIGNS BENEATH STREET NAME SIGN BLADES IN ACCORDANCE WITH M.U.T.C.D. SECTION 2C.46.</li> </ul> 
1	SIGN BLADE - .080" ALODIZED ALUMINUM CORNERS ROUNDED (1/2" RADIUS) FREE OF SHARP EDGES																
2	ALUMINUM PYRAMID RAINCAP (ARC 175 OR EQUIVALENT)																
3	3/16" X 3/8" BLIND RIVETS (ENDS OF SIGN BLADES WILL BE RIVETED TOGETHER) (4 REQUIRED PER INSTALLATION)																
4	3/8" STEEL DRIVE RIVETS ("SOUTHCO" 3878 OR EQUIVALENT) (8 REQUIRED PER INSTALLATION)																
5	TELSPAR SIGN POST SYSTEM (CALVANIZED) OR EQUIVALENT (COMPRISED OF PARTS 5a AND 5b)																
5a	1 3/4" X 1 3/4" X 10' - 14 GAUGE TELESCOPING TOP POST																
5b	2" X 2" X 36" - 12 GAUGE SQUARE FIT ANCHOR POST																
6	6/16" X 2 1/4" CORNER BOLT																
STANDARD DETAILS FOR STREET NAME SIGN BLADE LAYOUT																	
<ul style="list-style-type: none"> <li>• F.D.O.T. TYPE III-A REFLECTIVE SHEETING TO BE USED ON ALL STREET NAME SIGN BLADES.</li> <li>• STREET NAME SIGN BLADES TO HAVE WHITE LEGENDS, 1/2" WHITE BORDERS AND GREEN BACKGROUND.</li> <li>• PRIMARY LETTERING TO SERIES B, 6" UPPER CASE AND 4 1/2" LOWER CASE.</li> <li>• PREFIX AND SUFFIX LETTERING TO BE SERIES C, 2 1/2" UPPER CASE AND 1 3/4" LOWER CASE.</li> </ul>																	
<p><b>ESCAMBIA COUNTY STANDARD DETAILS FOR STREET NAME SIGNS</b></p> <p>OFFICE OF TRANSPORTATION &amp; TRAFFIC OPERATIONS          3363 WEST PARK PLACE PENSACOLA FL 32505</p> <p>BY: Alan Theford, Engineering Technician III    Revised 9-03    *NOT TO SCALE*</p>																	

Exhibit C (12" Blade)  
 Standard Details For Installation and Location of Street Name Signs

	<p>Install Street Name Signs on Corners Of Intersection so that they will be on the Far Right Side on the Intersection for Traffic on the Major Street in accordance with MUTCD Section 2D.45</p> <p>MINOR ROAD</p> <p>MAJOR ROAD</p> <p>12"</p> <p>*Dead End*(W14-1P) or *No Outlet*(W14-2P) Plaques May be Co-Mounted to Street Name Sign Beneath Street Name Sign Blades in Accordance with MUTCD Section 2C.46</p> <p>Note: Coordinate with local FDOT Operations (Milton) prior to installation verify Utilities are clear at the installation sites.</p>
<ul style="list-style-type: none"> <li>① Sign Blade .080" Alodized Aluminum Corners Rounded (1.5" Radius) Free of Sharpe Edges</li> <li>② 3/16" X 3/8" Blind Rivets (End of Sign Blade will be Riveted Together) (4 Required per Installation)</li> <li>③ 3/8" Steel Drive Rivets ("Southco" 3878 or Equivalent) (8 Required per Installation)</li> <li>④ Telespar Sign Post System (Galvanized) or Equivalent (Comprised of Parts 4a and 4b)</li> <li>④a 2 1/4" X 2 1/4" X 11' - 12 Gauge Telescoping Top Post</li> <li>④b 2 1/2" X 2 1/2" X 4' - 12 Gauge Square Fit Anchor Post</li> <li>⑤ 5/16" X 2 1/4" Corner Boll</li> </ul>	<p>7'-0" Minimum Vertical Clearance</p> <p>Anchor Post 4" Maximum Above Finish Grade</p> <p>Anchor Post 24" Minimum Below Ground</p> <p>7'-0" Minimum Vertical Clearance with Plaque</p>

FABRICATION DETAILS FOR POST MOUNTED STREET NAME SIGNS WITH 12" BLADES



FOOT TYPE M-A REFLECTIVE SHEETING  
 TO BE USED ON ALL STREET NAME SIGN BLADES

SIGN BACKGROUND = GREEN  
 SIGN BORDER / LEGEND = WHITE  
 MAIN LEGEND = 8" B SERIES FONT  
 SUFFIX / PREFIX LEGEND = 4" C SERIES FONT  
 BLOCK NUMBERS = 4" B SERIES FONT  
 BORDER = 0.25" INDENT = 0.25"  
 CORNER RADIUS = 1.5"

ESCAMBIA COUNTY STANDARD DETAILS  
 FOR 12" STREET NAME SIGNS

OFFICE OF TRANSPORTATION and TRAFFIC OPERATIONS  
 3363 WEST PARK PLACE, PENSACOLA, FLORIDA, 32505

## Exhibit D

### General Specification for ECAT Bus Stop Sign

#### Sign Blade

- 0.080" gauge alodine coated aluminum, 12' x18" with rounded corners featuring retroreflective: graphic (up to four colors).

#### Sign Facing

- Contact ECAT for sign facing and legend layout (*depicting an ECAT design logo with "Bus Stop" legend*)





Exhibit F

# 2011 Traffic Sign Retroreflective Sheeting Identification Guide

This document is intended to help identify sign sheeting materials for road signs and their common specification designations. It is not a qualified material list. It does not endorse or guarantee any sheeting materials. Many other sheeting materials not listed here are available for identification and for construction work zone uses.

## Retroreflective Sheeting Materials Made with Prisms

Example of Sheeting (Shown to scale)								
D-4956-04	(5)	III, IV	III, IV, X	(5)	(5) / X	(5)	VIII	VII, VIII, X
D-4956-09	I	III, IV	III, IV	IV	IV / VIII	VIII	VIII	VIII
M268-10	(6)	B	B	B	B	B	B	(9)
Manufacturer	3M™	Avery Dennison®	3M™	Reflexite®	Nippon Carbide	3M™	Avery Dennison®	3M™
Brand Name	Engr Grade Prismatic	High Intensity Prismatic	High Intensity Prismatic	High Intensity Prismatic	Crystal Grade	Reflective Sheeting	MVP Prismatic	Diamond Grade™ LDP
Series	3430	T-6500	3930	IC400	94000 / 92000	3940	T-7500	3970
NOTES:	(7)				(8)			(10)

Example of Sheeting (Shown to scale)						NOTE: The watermarks have been enhanced in this ID Guide. They are shown to scale but are not as visible on actual sheeting materials. It helps to view the sheeting materials at different angles to see the watermarks. The spacing of the watermarks varies and therefore watermarks may not be present on small pieces of sheeting.
D-4956-04	IX	IX	(5)	(5)	(5)	
D-4956-09	IX	IX	IX	XI	XI	
M268-10	B	B	B	D	D	
Manufacturer	3M™	Avery Dennison®	Nippon Carbide	3M™	Avery Dennison®	
Brand Name	Diamond Grade™ VIP	OmniView™	Crystal Grade	Diamond Grade™ DG3	OmniCube™	
Series	3990	T-9500	95000	4000	T-11500	
NOTES:						

- (5) - Material was either unavailable in 2005 (previous version of this Guide) or unassigned in the 2004 version of ASTM D4956.
- (6) - Sheeting material does not meet minimum AASHTO classification criteria.
- (7) - Section 2A.08 of the 2009 MUTCD (<http://mutcd.fhwa.dot.gov>) does not allow this sheeting type to be used for new yellow or orange signs, or new legends on green signs.
- (8) - These two materials (94000 and 92000) are visually indistinguishable from one another.
- (9) - Material has been discontinued prior to AASHTO M268-10.
- (10) - Material no longer sold in the United States as of the date of this publication.

**Resources**  
 Federal Highway Administration - <http://www.fhwa.dot.gov/retro>  
 Manual on Uniform Traffic Control Devices (MUTCD) - <http://mutcd.fhwa.dot.gov>  
 ASTM - <http://www.astm.org>      AASHTO - <http://www.transportation.org>  
 Texas Transportation Institute - <http://tti.tamu.edu/vsbills/>

**Exhibit F**

**High Visibility Retroreflective Sheeting Identification Guide**

High visibility retroreflective sheeting materials for field signs and their common specifications designations. It is not a qualified listing of all materials available. Many other sheeting materials that listed here are available for identification.

**Retroreflective Sheeting Materials Made with Glass Beads**

Example of Sheeting (Shown to scale)						
ASTM D4956-04	II	II	III	III	III	III
ASTM D4956-09	II	II	III	III	III	III
AASHTO M268-10	(1)	(1)	A	A	A	A
Manufacturer	Several companies	Avery Dennison®	Nippon Carbide	3M™	ATSM, Inc.	Avery Dennison®
Brand Name	Engineer Grade	Super Engr Grade	Super Engr Grade	High Intensity	High Intensity	High Intensity
Series	Several	T-2000	15000	2800 3800	ATSM HI	T-5500
NOTES:	(2)	(3) (4)	(4)	(3) (4)	(4)	(4)

(1) - Sheeting material does not meet minimum AASHTO classification criteria.  
 (2) - Glass Bead Engineer Grade sheeting is uniform without any patterns or identifying marks. Section 2A.08 of the 2009 MUTCD  
 (http://mutcd.fhwa.dot.gov) does not allow this sheeting type to be used for new yellow or orange signs, or new legends on green signs.  
 (3) - Material no longer sold in the United States as of the date of this publication.  
 (4) - Section 2A.08 of the 2009 MUTCD (http://mutcd.fhwa.dot.gov) does not allow this sheeting type to be used for new legends on green overhead signs.

- ASTM D4956-04 is referenced in Table 2A-3 of the 2009 MUTCD.
- ASTM D4956-09 is the most current ASTM sign sheeting specification (the 2009 version is designated by "-09").
- AASHTO M268-10 Types for this Guide are based only on retroreflective properties and not other unique AASHTO requirements such as color.

**Manufacturer Contact Information**

3M - <http://www.3m.com/lss>  
 Avery Dennison - <http://www.reflectives.averydennison.com>  
 Oracal - <http://www.oracal.com>  
 ATSM, Inc. - <http://www.atsmlnc.com>  
 Nippon Carbide - <http://www.nikkalite.com>  
 Reflexite - <http://www.reflexite.com>

FHWA Publication Number: FHWA-SA-11-14. For additional copies of this document, please send request to [report.center@dot.gov](mailto:report.center@dot.gov)

**SIGN AND RETURN THIS FORM WITH YOUR BIDS\*\***

**SOLICITATION, OFFER AND AWARD FORM** ESCAMBIA COUNTY FLORIDA

**SUBMIT OFFERS TO:**  
**CLAUDIA SIMMONS**  
**Purchasing Manager**

Office of Purchasing, 2nd Floor, Room 11.101  
 213 Palafox Place, Pensacola, FL 32502  
 Post Office Box 1591, Pensacola, FL 32591-1591  
 Phone No: (850)595-4980 Fax No: (850) 595-4805

**Invitation to Bid**

INSTALL, FURNISH AND REMOVAL OF SIGNS  
 SOLICITATION NUMBER: PD 13-14.085

**SOLICITATION**

MAILING DATE: Tuesday, September 2, 2014

OFFERS WILL BE RECEIVED UNTIL: 3:15 p.m., CDT, Wednesday, September 10, 2014 and may not be withdrawn within 90 days after such date and time.

**POSTING OF SOLICITATION TABULATIONS**

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

**OFFER (SHALL BE COMPLETED BY OFFEROR)**

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:  
 59-1104811

TERMS OF PAYMENT:  
 NET - 30

DELIVERY DATE WILL BE \_\_\_\_\_ DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME: GULF COAST TRAFFIC ENGINEERS, INC  
 ADDRESS: 8203 KIPLING STREET  
 CITY, ST. & ZIP: PENSACOLA, FLORIDA 32514  
 PHONE NO.: (850) 478-7066  
 TOLL FREE NO.: (\_\_\_\_)  
 FAX NO.: (850) 476-0244

REASON FOR NO OFFER: \_\_\_\_\_

BID BOND ATTACHED \$ 1,000.00 CASHIER CK

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to participation requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action (if any) now or hereafter arising under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such agreement shall be made and become effective as the time the County renders final payment to the offeror.

Joel E. Enderson Vice President  
 NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER  
 (TYPED OR PRINTED)

\*\* Joel E. Enderson  
 SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER  
 (MANUAL)

**\*\*Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

**AWARD**

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign in a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

**CONTRACTOR**  
 Name and Title of Signer (Type or Print)  
GULF COAST TRAFFIC ENGINEERS, INC  
 Name of Contractor  
 By \_\_\_\_\_  
 Signature of Person Authorized to Sign Date  
 ATTEST \_\_\_\_\_  
 Corporate Secretary Date  
 (CORPORATE SEAL)  
 ATTEST \_\_\_\_\_  
 Witness Date  
 ATTEST \_\_\_\_\_  
 Witness Date

ESCAMBIA COUNTY FLORIDA  
 Name and Title of Signer (Type or Print)  
 By \_\_\_\_\_  
 County Administrator Date  
 WITNESS \_\_\_\_\_  
 Date  
 WITNESS \_\_\_\_\_  
 Date  
 Awarded Date \_\_\_\_\_  
 Effective Date \_\_\_\_\_



**BID FORM**  
 Specification Number PD 13-14.085  
 Install, Furnish and Removal of Signs

Date: 10 SEPT 2014

Board of County Commissioners  
 Escambia County, Florida  
 Pensacola, Florida 32502

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Install, Furnish and Removal of Street Name Signs Term Contract as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned hereby propose to provide at the following prices:

**PART I: FURNISH AND INSTALL SIGN ASSEMBLIES**

Description of Work Order Item	Unit	72 hours	10 days	30 days
<b>Two-Color Sign Assembly</b>				
Type III-A (High Intensity Grade) reflective sheeting	SF	22.60	22.50	22.25
Type XI (Diamond Grade) reflective sheeting	SF	<u>23.80</u>	<u>23.70</u>	<u>23.25</u>
<b>Three-Color Sign Assembly</b>				
Type III-A (High Intensity Grade) reflective sheeting	SF	22.60	22.50	22.25
Type XI (Diamond Grade) reflective sheeting	SF	<u>23.80</u>	<u>23.70</u>	<u>23.35</u>
<b>Four-Color Sign Assembly</b>				
Type III-A (High Intensity Grade) reflective sheeting	SF	22.60	22.50	22.25
Type XI (Diamond Grade) reflective sheeting	SF	<u>23.80</u>	<u>23.70</u>	<u>23.35</u>
<b>Delineators/Object Markers</b>				
Type III-A (High Intensity Grade) 6" x 12" delineators, post type, 7' U-Channel (2#/ft)	EA	27.80	27.70	27.25
Type III-A (High Intensity Grade) 18" x 18" 9-button object markers and end of road Markers	EA	108.00	107.30	106.50
Type III-A (High Intensity Grade) 6" x 12" delineators, post type, 7' U-Channel (2#/ft)	EA	27.80	27.80	27.80
Type III-A (High Intensity Grade) 18" x 18" 9-button object markers and end of road Markers, without post	EA	36.00	35.50	35.00
Impact recovery flexible delineators 36"	EA	90.00	89.00	87.00
Impact recovery flexible delineators 48"	EA	95.00	94.00	93.00
Impact recovery flexible delineators 60"	EA	95.00	95.00	95.00
Safe-Hit flexible delineator - 48"	EA	78.00	77.00	76.00

**PART I: FURNISH AND INSTALL SIGN ASSEMBLIES (continued)**

Description of Work Order Item	Unit	72 hours	10 days	30 days
<b>Miscellaneous</b>				
Substitute galvanized, in lieu of painted,				
U-Channel post. 3" x 15' round aluminum post with 8" Zee bar and bracket 12" below grade (includes all sign brackets and hardware)	EA	34.65	34.50	34.00
7 ft., galvanized, U-Channel post (2#/ft)	EA	102.25	102.00	102.50
11 ft., galvanized, U-Channel post (3#/ft)	EA	9.50	9.35	9.25
14 ft., galvanized, U-Channel Post (3#/ft)	EA	39.50	39.25	39.00
12 ft., galvanized, U-Channel Post (3#/ft)	EA	47.50	47.25	47.00
Lap splice assembly (3#/ft)	EA	42.00	41.90	41.80
Brackets to mount signs to concrete (F&I)	EA	9.75	9.65	9.50
Reflective paint on concrete curb (face & top)	EA	85.00	85.00	85.00
Reflective pavement marker (RPM)(F&I)	EA	66.00	65.50	65.25
	EA	4.25	4.20	4.15
Sub-Total		1,137.20	1,130.50	1,045.70

**PART II: FURNISH AND INSTALL SIGN ON EXISTING POST**

Description of Work Order Item	Unit	72 hours	10 days	30 days
<b>Two-Color Sign Assembly</b>				
Type III-A (High Intensity Grade) reflective sheeting	SF	20.40	20.25	20.00
Type XI (Diamond Grade) reflective sheeting	SF	21.40	21.25	21.00
<b>Three-Color Sign Assembly</b>				
Type III-A (High Intensity Grade) reflective sheeting	SF	20.40	20.25	20.00
Type XI (Diamond Grade) reflective sheeting	SF	21.40	21.25	21.00
<b>Four-Color Sign Assembly</b>				
Type III-A (High Intensity Grade) reflective sheeting	SF	20.40	20.25	20.00
Type XI (Diamond Grade) reflective sheeting	SF	21.40	21.25	21.00
Sub-Total		125.40	124.50	123.00

**PART III: FURNISH ONLY**

Description of Work Order Item	Unit	72 hours	10 days	30 days
<b>Two-Color Sign Assembly</b>				
Type III-A (High Intensity Grade) reflective sheeting	SF	10.50	10.40	10.30
Type XI (Diamond Grade) reflective sheeting (0.080 Gauge)	SF	11.60	11.50	11.40
Type XI (Diamond Grade) reflective sheeting (0.125 Gauge)	SF	17.50	17.40	17.30

**PART III: FURNISH ONLY (Continued)**

<b>Three-Color Sign Assembly</b>				
Type III-A (High Intensity Grade) reflective sheeting	SF	<u>11.50</u>	<u>11.40</u>	<u>11.30</u>
Type XI (Diamond Grade) reflective sheeting	SF	<u>12.50</u>	<u>12.40</u>	<u>12.30</u>
<b>Four-Color Sign Assembly</b>				
Type III-A (High Intensity Grade) reflective sheeting	SF	<u>11.50</u>	<u>11.40</u>	<u>11.30</u>
Type XI (Diamond Grade) reflective sheeting	SF	<u>12.50</u>	<u>12.40</u>	<u>12.30</u>
<b>Miscellaneous</b>				
Type "B" Flashing Beacon (Selling Price)	EA	<u>90.00</u>	<u>89.50</u>	<u>89.00</u>
<b>Sub-Total</b>		<u>177.60</u>	<u>176.40</u>	<u>175.20</u>

**PART IV: REMOVE/RELOCATE TRAFFIC CONTROL SIGNS**

Description of Work Order Item	Unit	72 hours	10 days	30 days
<b>Remove/Locate Signs</b>				
Remove sign assembly	PA	<u>15.75</u>	<u>15.50</u>	<u>15.25</u>
Remove sign only	EA	<u>5.50</u>	<u>5.25</u>	<u>5.00</u>
Relocate sign assembly	PA	<u>26.25</u>	<u>26.00</u>	<u>25.75</u>
<b>Miscellaneous</b>				
Reflective paint on concrete curb (face and top)	SF	<u>14.50</u>	<u>14.25</u>	<u>14.00</u>
Reflective pavement marker (RPM)	EA	<u>4.25</u>	<u>4.20</u>	<u>4.15</u>
<i>*Excludes Weekends and Holidays</i>				
<b>Sub-Total</b>		<u>66.25</u>	<u>65.20</u>	<u>64.15</u>

**PART V: ECAT SIGNS**

Description of Work Order Item	Units	72 hours	10 days	30 days
Type I ( or better) Multi-color reflective sheeting				
Bus Stop Sign 12" x 18"	EA	<u>14.50</u>	<u>14.50</u>	<u>14.50</u>
Post Green U-Channel 12FT #2	EA	<u>26.50</u>	<u>26.40</u>	<u>26.25</u>
Post Galvanized U-Channel 12FT #2	EA	<u>40.95</u>	<u>40.80</u>	<u>40.80</u>
Post Round Aluminum 3" x 13'6" (DOT SPEC.)	EA	102.00	102.00	102.00
Install sign assembly w/U-channel post 12' #2	EA	26.25	26.00	25.75
Install sign assembly w/round aluminum 3"x13'6" (DOT SPEC.)	EA	<u>32.50</u>	<u>32.25</u>	<u>32.00</u>
<b>Sub-Total</b>		<u>242.70</u>	<u>242.05</u>	<u>241.30</u>

**PART VI: FURNISH & INSTALL STREET NAME SIGNS**

Description of Work Order Item	Unit	10 days	30days	60,90,120 days
Street Name Sign assembly, (2) 9" blades (F&I)	AS	<u>173.50</u>	<u>173.40</u>	<u>173.25</u>
Street Name Sign assembly, (2) 12" blades (F&I)	AS	<u>285.00</u>	<u>284.90</u>	<u>284.50</u>
Street Name Sign assembly, (4) 9" blades (F&I)	AS	<u>239.40</u>	<u>239.30</u>	<u>239.00</u>
Street Name Sign assembly, (4) 12" blades (F&I)	AS	<u>365.50</u>	<u>365.40</u>	<u>365.00</u>
"Dead End" blade w/arrow, with sign assembly (F&I)	AS	<u>173.25</u>	<u>173.20</u>	<u>173.00</u>
"No Outlet" blade w/arrow, with sign assembly (F&I)	AS	<u>173.25</u>	<u>173.20</u>	<u>173.00</u>
Remove & Dispose old street name sign w/post concrete marker	EA	<u>15.75</u>	<u>15.50</u>	<u>15.25</u>
Spelling correction decal, 9" (Furnish)	EA	<u>3.10</u>	<u>3.05</u>	<u>3.00</u>
Spelling correction decal, 9" (F&I)	EA	<u>3.40</u>	<u>3.30</u>	<u>3.20</u>
Spelling correction decal, 12" (Furnish)	EA	<u>3.20</u>	<u>3.15</u>	<u>3.10</u>
Spelling correction decal, 12" (F&I)	EA	<u>3.50</u>	<u>3.40</u>	<u>3.30</u>
Block Number correction decal, 9" (F&I)	EA	<u>3.40</u>	<u>3.30</u>	<u>3.20</u>
Block Number correction decal, 9" (F&I)	EA	<u>3.40</u>	<u>3.30</u>	<u>3.20</u>
Block Number correction decal, 12" (Furnish)	EA	<u>3.20</u>	<u>3.15</u>	<u>3.10</u>

**PART VI: FURNISH & INSTALL STREET NAME SIGNS (Continued)**

Item#	Description of Work Order Item	Unit	10 days	30days	60,90,120 days
	Block Number correction decal, 12" (F&I)	EA	3.50	3.40	3.30
	Street Name Sign assembly, (1) 9" blades (F&I)	AS	158.00	157.00	156.00
	Street Name Sign assembly, (1) 12" blades (F&I)	AS	168.00	167.00	166.00
	Street Name Sign, (1) 9" blades on existing post (F&I)	EA	45.50	45.40	45.00
	"Dead End" w/arrow. w/(2) 9" blades (F&I)	PR	89.50	89.00	88.00
	"No Outlet" w/arrow, w/(2) 9" blades (F&I)	PR	89.50	89.00	88.00
	"Dead End" w/arrow, w(2) 12" blades (F&I)	PR	91.50	91.00	90.00
	"No Outlet" w/arrow, w(2) 12" blades (F&I)	PR	91.50	91.00	90.00
	Overhead 18" Street Name Sign (Include Z-bar)	SF	N/A	28.50	28.50
	Overhead 18" Street Name Sign (FO)	SF	19.45	19.35	19.00
	Relocation of Existing Street Name Sign assembly	EA	15.75	15.50	15.25
	Sub- Total		2,221.05	2,243.70	2,234.15

**Grand Total (Parts I-VI) \$** 3,970.20

**CONTRACTOR REQUIREMENTS**

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. N/A Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
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 Bidder: GULF COAST TRAFFIC ENGINEERS, INC  
Document Number 296792

Occupational License No. 73936 & 73924

By: Joel E. Enderson

Florida DBPR Contractor's License, Certification and/or  
Registration No. \_\_\_\_\_

Signature: Joel E. Enderson

Type of Contractor's License, Certifications and/or  
Registration \_\_\_\_\_

Title: Vice President

Address: 8203 KIPLING STREET  
PENSACOLA, FLORIDA 32514

Expiration Date: Sept 2015

Person to contact concerning this bid:  
Joel E. Enderson

Terms of Payment  
(Check one) Net 30 Days  2% 10<sup>th</sup> Prox \_\_\_\_\_

Phone/Toll Free/Fax# 850-478-7066

E-Mail Address: joel@gcteinc.com

Home Page Address: \_\_\_\_\_

# Re: Escambia County Contracts - Pavement Markings and Traffic Control / Street Signs

David V. Forte

Thu 8/24/2017 4:14 PM

To: Shaun Harris <shaun@gcteinc.com>; Bill Rosamond <bill@gcteinc.com>;

Cc: Kathy Vance <kathy@gcteinc.com>; Robin F. Lambert <RFLAMBER@myescambia.com>; Wendy C Ecret <WCEACRET@myescambia.com>;

Thanks.

David Forte, Division Manager  
Transportation & Traffic Operations Division  
Public Works Department  
Escambia County, Florida

3363 West Park Place  
Pensacola, Florida 32505  
Main: 850.595.3404  
Fax: 850.595.3405

---

From: Shaun Harris <shaun@gcteinc.com>  
Sent: Thursday, August 24, 2017 3:23:50 PM  
To: David V. Forte; Bill Rosamond  
Cc: Kathy Vance; Robin F. Lambert; Wendy C Ecret  
Subject: RE: Escambia County Contracts - Pavement Markings and Traffic Control / Street Signs

David

We are ok with the extension of 6 months.

thanks

*Shaun Harris*

8/28/2017

Re: Escambia County Contracts - Pavement Markings and Traf... - David V. Forte

Shaun Harris /Es mator  
Gulf Coast Traffic Engineers, Inc.  
8203 Kipling Street  
Pensacola, FL 32514  
(850) 478-7066 Office  
(850) 476-0244 Fax  
(850) 375-5378 Cell  
shaun@gcteinc.com

---

From: David V. Forte [mailto:DVFORTE@co.escambia.fl.us]  
Sent: Wednesday, August 23, 2017 8:58 AM  
To: Shaun Harris; Bill Rosamond  
Cc: Kathy Vance; Robin F. Lambert; Wendy C Eacret  
Subject: Escambia County Contracts - Pavement Markings and Traffic Control / Street Signs

Gentlemen,

Hope all is well with you this morning.

I am writing to request if Gulf Coast Traffic Engineers would be willing to agree to extending the existing contracts with Escambia County for PD 13-14.084 (Install Refurbish and Removal of Pavement Markings and Associated Items) and for PD 13-14.085 (Install, Furnish, and Removal of Signs). Per the terms of the contracts, these are to be 3 years contracts, with the option to extend for an additional 6 months, but to not exceed a total contract duration of 3.5 years.

PD 13-14.085 expires September 25, 2017, and PD 13-14.084 expires October 9, 2017, so the request, in a attempt to have the contracts run concurrently, would be to extend both contracts for 6 months with the final contract expiration date being March 25, 2017.

Please provide a response at your earliest convenience, as I am needing to prepare a Board Recommendation for the September 21, 2017 BCC meeting for action.

Is it possible that I could receive a response, via email reply, by COB Friday, August 25, 2017?

If you have questions, please feel free to call.

Thanks,  
David Forte, Division Manager  
Transportation & Traffic Operations Division

8/28/2017

Re: Escambia County Contracts - Pavement Markings and Traf... - David V. Forte

Public Works Department  
Escambia County, Florida

3363 West Park Place  
Pensacola, Florida 32505  
Main: 850.595.3404  
Fax: 850.595.3405

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

**AMENDMENT OF AGREEMENT RELATING TO PAVEMENT MARKINGS (PD 13-14.084)**

**THIS AMENDMENT** is made and entered into by and between Escambia County, Florida, a political subdivision of the State of Florida, with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County"), and Gulf Coast Traffic Engineers, Inc., a for-profit corporation authorized to transact business in the State of Florida, whose principal address is 8203 Kipling Street, Pensacola, FL 32514 (hereinafter referred to as "Contractor").

**WITNESSETH:**

**WHEREAS**, on October 16, 2014, the County previously entered into an Agreement with Contractor relating to the installation, refurbishment, and removal of pavement markings (PD 13-14.084); and

**WHEREAS**, the parties have agreed to extend the term of the agreement; and

**WHEREAS**, the Board of County Commissioners finds it in the best interest of the health, safety and welfare of the citizens of Escambia County that the Agreement should be amended as provided herein.

**NOW, THEREFORE**, in consideration of the mutual terms, conditions, promises and covenants hereinafter set forth, the Parties agree to amend the Agreement as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. Paragraph 2 of the Agreement is amended as follows:
  2. Term. This Agreement shall commence upon the date last executed and continue for a term of three (3) years and six (6) months.

~~After exercising all options to renew, the County may unilaterally extend this Agreement for an additional six (6) months. The County shall provide written notice of the desire to extend the agreement no later than sixty (60) days prior to the expiration of the last one (1) year renewal period. The total duration of this agreement, including the exercise of all options to renew and extend, shall not exceed the duration of 3.5 years.~~

3. Paragraph 12 of the Agreement is amended as follows:
  12. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor 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**

- 4. The parties hereby agree that all other provisions of the Agreement that are not in conflict with the provisions of this Amendment shall remain in full force and effect.
- 5. The effective date of this Amendment shall be on the date last executed by the parties.
- 6. This Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Amendment to the Agreement on the respective dates under each signature:

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

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

Date: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

**CONTRACTOR: GULF COAST TRAFFIC ENGINEERS, INC.**

By: \_\_\_\_\_  
Joel Enderson, Vice President

Date: \_\_\_\_\_

ATTEST: PAM CHILDERS  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk  
(SEAL)

\_\_\_\_\_  
Corporate Secretary  
[SEAL]

Approved as to form and legal sufficiency.  
By/Title: [Signature]  
Date: 9/13/17

## AMENDMENT OF AGREEMENT RELATING TO SIGNS (PD 13-14.085)

**THIS AMENDMENT** is made and entered into by and between Escambia County, Florida, a political subdivision of the State of Florida, with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County"), and Gulf Coast Traffic Engineers, Inc., a for-profit corporation authorized to transact business in the State of Florida, whose principal address is 8203 Kipling Street, Pensacola, FL 32514 (hereinafter referred to as "Contractor").

### WITNESSETH:

**WHEREAS**, on October 16, 2014, the County previously entered into an Agreement with Contractor relating to the fabrication, installation, and removal of traffic control signs (PD 13-14.085); and

**WHEREAS**, the parties have agreed to extend the term of the agreement; and

**WHEREAS**, the Board of County Commissioners finds it in the best interest of the health, safety and welfare of the citizens of Escambia County that the Agreement should be amended as provided herein.

**NOW, THEREFORE**, in consideration of the mutual terms, conditions, promises and covenants hereinafter set forth, the Parties agree to amend the Agreement as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. Paragraph 2 of the Agreement is amended as follows:
  2. Term. This Agreement shall commence upon the date last executed and continue for a term of three (3) years and six (6) months.

~~After exercising all options to renew, the County may unilaterally extend this Agreement for an additional six (6) months. The County shall provide written notice of the desire to extend the agreement no later than sixty (60) days prior to the expiration of the last one (1) year renewal period. The total duration of this agreement, including the exercise of all options to renew and extend, shall not exceed the duration of 3.5 years.~~

3. Paragraph 12 of the Agreement is amended as follows:

12. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor 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**

4. The parties hereby agree that all other provisions of the Agreement that are not in conflict with the provisions of this Amendment shall remain in full force and effect.
5. The effective date of this Amendment shall be on the date last executed by the parties.
6. This Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Amendment to the Agreement on the respective dates under each signature:

ATTEST: PAM CHILDERS  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk  
(SEAL)

\_\_\_\_\_  
Corporate Secretary  
[SEAL]

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

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

Date: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

**CONTRACTOR: GULF COAST TRAFFIC ENGINEERS, INC.**

By: \_\_\_\_\_  
Joel Enderson, Vice President

Date: \_\_\_\_\_

Approved as to form and legal sufficiency.  
By/Title: [Signature]  
Date: 9/13/15



Funds are available in both the Bob Sikes and Transportation Trust Funds.

**BUDGETARY IMPACT:**

Funds are available in Fund 167/175 Bob Sikes/Transportation Trust Fund, Cost Center 140302/211201, Object Code 54601/546901.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

Upon approval of the renewals, Public Works staff will coordinate with Ingram Signalization, Inc.

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**Attachments**

Traffic Sig Maint & Response Contract

Traffic Signal Construction Contract

Street Lights and Nav Lights Contract

Ingram Agree to Extend

---

**AGREEMENT RELATING TO  
TRAFFIC SIGNAL RESPONSE MAINTENANCE PD15-16.088**

This Agreement is made and entered into by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and Ingram Signalization, Inc., a company authorized to do business in the State of Florida (hereinafter referred to as "Contractor"), FEI/EIN Number 59-0879719, whose principal address is 4522 North Davis Highway, Pensacola, Florida 32503 (each at times being referred to as "party" or "parties").

**WITNESSETH:**

**WHEREAS**, on August 8, 2016, the County issued an Invitation to Bid relating to traffic signal response maintenance services throughout Escambia County (PD 15-16.088); and

**WHEREAS**, the Contractor was the most responsive and responsible bidder proposing to provide such services; and

**WHEREAS**, the County desires to enter into an agreement with the Contractor for the provision of traffic signal response maintenance services as specified herein.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. **Recitals.** The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Term.** This Agreement shall commence upon execution by both parties and continue for a term of twelve (12) months. Upon mutual agreement of the parties, the contract may be renewed for two additional twelve (12) month periods, up to a maximum of thirty-six (36) months. In no event shall the term of this agreement exceed the duration of three (3) years from the date of commencement.
3. **Scope of Services.** Contractor agrees to perform in accordance with the Scope of Services outlined in Escambia County's Invitation to Bidders for Traffic Signal Response Maintenance Services, Specification No. P.D. 15-16.088, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.
4. **Compensation.** In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor in accordance with the Bid Form, provided as part of the Contractor's Proposal, attached hereto as **Exhibit B**.

5. Purchase Orders. The County shall assign tasks to the Contractor in writing utilizing work orders relating to a blanket purchase order or by individual purchase order. The task(s) to be accomplished shall be described in detail. No minimum quantity of work is guaranteed during the term of this agreement, and only those tasks assigned pursuant to a work order may be compensated.

6. Method of Billing. Payment may be requested by Contractor on a monthly basis by the submission of a properly executed original invoice reflecting the amount due and owing with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Clerk of the Circuit Court  
Attention: Accounts Payable  
221 Palafox Place  
Pensacola, FL 32502

The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice. All payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

7. Termination. The County may terminate the Agreement immediately for cause or for convenience upon providing thirty (30) days' prior written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days' prior written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services performed through the date of termination but Contractor shall not be entitled to any other recovery against County, including, but not limited to, damages or any anticipated profit on portions of work not performed.

8. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall

not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9. Insurance. The Contractor is required to carry the following insurance:

- (a) Commercial General Liability, Form CG1, with \$1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.
- (b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
- (c) Florida statutory Workers' Compensation.

It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days' advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Escambia County Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

10. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

11. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing

and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

Ingram Signalization, Inc.  
Attention: William Wilson  
4522 North Davis Highway  
Pensacola, Florida 32503

Escambia County  
Attention: County Administrator  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502

With copy to:  
Transportation and Traffic Division  
Attention: Program Director  
3363 West Park Place  
Pensacola, FL 32505

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

12 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

13. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. 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**

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements related to the performance of this Agreement including but not limited to those dealing with taxation, worker's compensation, equal employment and safety.

16. Permits, Licenses and Taxes. All permits and licenses necessary for the prosecution of the work shall be procured and paid for by Contractor. If Contractor performs any work without obtaining, or contrary to, any such permits or licenses necessary for the prosecution of the work, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the work. Contractor shall pay all sales, consumer, use and other similar taxes associated with the work or portions thereof, which are applicable during the performance of the work.

17. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

18. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

19. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature:

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

By: [Signature]  
Grover C. Robinson, IV, Chairman

Date: 9-22-2016

BCC Approved: 09-22-2016

ATTEST: PAM CHILDERS  
Clerk of the Circuit Court

By: Kimberly McCloud



**CONTRACTOR:**  
**INGRAM SIGNALIZATION, INC.**

BY: [Signature]  
William D. Wilson, Vice President

ATTEST:

By: [Signature]  
Corporate Secretary

Date: 9-15-2016



Audrey Farago  
Witness

Anna Kelly  
Witness

Approved as to form and legal sufficiency.

By/Title: [Signature]  
Date: 9/16/16

# SIGNAL RESPONSE MAINTENANCE SCOPE OF SERVICES

## PART 1 – GENERAL

### 1.1 RELATED DOCUMENTS

Unless otherwise specified by the Program Director, Transportation and Traffic Operations, or designee (Contract Manager), or in other sections of this specification, all work shall conform to the applicable requirements in the following documents:

- a) Florida Department of Transportation (FDOT), *Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System*, latest edition for the current contract year.
- b) FDOT, *Standard Specifications for Road and Bridge Construction*, latest edition for the current contract year..
- c) FDOT, *Minimum Specifications for Traffic Control Signals and Devices*, latest edition for the current contract year..
- d) United States Department of Transportation (USDOT), Federal Highway Administration, *Manual on Uniform Traffic Control Devices for Streets and Highways*, latest edition for the current contract year. .
- e) *National Electric Code*, including latest revisions.

### 1.2 DESCRIPTION OF WORK

The work under this section involves response maintenance of traffic signals throughout Escambia County. Response maintenance is defined as the initial response by the CONTRACTOR to any reported equipment or system malfunction. Response maintenance includes both field procedures used to restore operation and shop procedures followed to repair and test the malfunctioning equipment. Response maintenance includes the following activities:

- a) Receive notification
- b) Secure the site
- c) Diagnose the problem
- d) Perform interim and final repairs
- e) Log the activities
- f) Prepare maintenance reports

The Escambia County Transportation and Traffic Operations Division generates the list of traffic signals to be maintained. The approximate number of signals to be maintained is listed below and will vary as new traffic signals are accepted for maintenance, existing signals are removed, and maintenance for specific signals is temporarily suspended due to construction activity. The Contract Manager will notify the CONTRACTOR in writing of traffic signals added to and deleted from the maintenance list.

## TRAFFIC SIGNALS



The following is current list of traffic control signals maintained by the Escambia County:

SIGNAL CLASSIFICATION	CODE	TOTAL
Traffic Signals	(TS)	165
Traffic Signals Interconnected & Monitored	(IMTS)	11
Uninterruptible Power Supplies	(IMTS) W/ (UPS)	10
Intersection Control Beacons	(ICB)	9
Pedestrian Flashing Beacons	(PFP)	28
Emergency Fire Department Signals	(FDS)	10
Speed Activated Warning Displays	(SAWD)	14
Blank Out Signs	(BOS)	0
Traffic Warning Beacons	(TWB)	37
Time Travel Detectors	(TTD)	0
School Zones	(SZ)	76
	<b>COMBINE TOTAL</b>	<b>360</b>

These signals include mast arm, span wire, pole mounted and solar powered type systems. For details of different types and configuration of equipment, please contact Escambia County Transportation and Traffic Operations.

## **PART 2 - PRODUCTS**

### **2.1 CONTRACTOR-FURNISHED PARTS AND EQUIPMENT**

- a) The CONTRACTOR shall furnish all transportation, plant, labor, materials, safety signs, supplies, equipment, other facilities, and any necessary items to fully complete the work described in this contract documents.
- b) The CONTRACTOR shall keep in stock a sufficient number of new or certified refurbished: spare controllers, controller cabinets, conflict monitors, modems, video detection equipment, etc. to provide operation of signals consistent with the performance standards described in Section 3.7.
- c) The CONTRACTOR shall return malfunctioning electronic equipment to the manufacturer for repair and testing to take advantage of warranty service and to update software. The CONTRACTOR shall provide copy of the original invoice of repairs for documentation of work performed and any charges incurred.
- d) The CONTRACTOR shall have and operate a laptop computer capable of interfacing with video detection systems, Advanced Traffic Management System (ATMS) and closed loop system software.
- e) The CONTRACTOR shall furnish certification from the equipment vendor that all new parts and equipment, when applicable, have been approved by the Florida Department of Transportation (FDOT) for use on public roads.
- f) CONTRACTOR shall have a digital camera with date stamp and flash to document the state of the site prior to work performed and after work performed.
- g) Upon completion of the assigned work, the CONTRACTOR shall notify the Contract Manager and certify that the work quantities and quality were

accomplished in accordance with the specifications by signing and returning the work document to the COUNTY. All work completed will be inspected to verify quantity and quality prior to approval of the work document.

## **2.2 COUNTY-FURNISHED PARTS AND EQUIPMENT**

- a) The COUNTY may choose to furnish parts and equipment to the CONTRACTOR for specified work or for general replacement. If parts and/or equipment are furnished by the COUNTY, the CONTRACTOR will be required to sign a receipt and safeguard the equipment until it is used or retrieved by the COUNTY.
- b) The CONTRACTOR shall keep an electronic file of the inventory sheet of County-furnished parts and equipment and shall provide a current listing of such items to the Contract Manager within two (2) business days upon request and when items are added to or removed from inventory.
- c) The COUNTY will furnish video detection systems, Advanced Traffic Management System, and closed loop system software to the CONTRACTOR.
- d) The Contract Manager may retrieve any County-furnished parts and equipment from the CONTRACTOR at any time during normal business hours.

## **2.3 REMOVED PARTS AND EQUIPMENT**

- a) Controllers, conflict monitors, and cabinets that are removed and are suitable for reuse shall be placed into the CONTRACTOR'S inventory of County-furnished equipment. Such equipment shall be labeled as COUNTY property with the location from which it was removed.
- b) Parts and equipment that are removed and are deemed by the COUNTY as suitable for reuse shall be placed into the CONTRACTOR'S inventory of County-furnished equipment. The CONTRACTOR shall reuse such parts and equipment, when appropriate, before using new parts and equipment.
- c) Parts and equipment that are removed and not suitable for reuse, but have salvage value, shall be delivered to the Road Department facility, 601 North Hwy. 297A, Cantonment, Florida.
- d) Parts and equipment that are removed, and not suitable for reuse and have no salvage value, shall be properly disposed of by the CONTRACTOR at his expense.

## **PART 3 – EXECUTION**

### **3.1 AVAILABILITY**

- a) The CONTRACTOR shall provide 24-hour service seven (7) days per week (including holidays) and provide a contact person to receive and respond to verbal and written work directions for the duration of the contract. The CONTRACTOR

shall establish and maintain a telephone number where a Traffic Signal Technician, Level II or higher, can be contacted on a 24-hour basis during the term of the contract.

- b) Service calls after 4:30 PM on weekdays, during weekends, and holidays will be coordinated through the on-call Traffic Signal Technician, Level II or higher, during the aforementioned times without approval by the Contract Manager.
- c) Service calls after 4:30 PM on weekdays, during weekends, and holidays received from the general public and not classified as an emergency shall be documented and sent to the Contract Manager on the next business day.
- d) In the event the CONTRACTOR may anticipate that he will be unavailable for any period of time at the aforementioned telephone number, he shall so notify the Contract Manager. If the CONTRACTOR will be available at any other telephone number not on file with the COUNTY, the CONTRACTOR shall so notify the Contract Manager. It is intended that the CONTRACTOR shall, to the maximum extent practicable, take all reasonable steps to assure his availability for services.
- e) Workers shall present a reasonable appearance and conduct themselves in a courteous manner. Any worker who uses profane or abusive language either verbal or bodily, or who interferes with the work of a county or state inspector or disobeys the instructions of the Contract Manager shall be immediately and permanently discharged from work on this contract.

### 3.2 ADJUSTMENTS

- a) The CONTRACTOR shall not change signal phasing and timing from approved settings except when directed by the Contract Manager or during emergency response to a malfunction. The CONTRACTOR is encouraged, however, to suggest phasing and timing changes, as needed, to correct problems or to increase efficiency.
- b) The CONTRACTOR shall make adjustments to loop detector sensitivity, video detection zones, and time clocks, as necessary for proper operation.
- c) Any changes made to settings shall be documented. **A copy of the documentation should be left in the controller cabinet and scanned and emailed to the Contract Manager.**

### 3.3 QUALIFICATIONS

- a) The CONTRACTOR shall have a sufficient amount of prior satisfactory experience in the maintenance of all traffic signal components including, but not limited to advanced traffic management systems, closed-loop systems and video detection systems.
- b) All persons operating and maintaining signal equipment shall be fully trained and qualified. The CONTRACTOR shall have all work performed under the direct, on-site, supervision of a person certified at the Traffic Signal Level II level or higher, by the International Municipal Signal Association (I.M.S.A.).

The CONTRACTOR shall employ a minimum of three (3) persons certified Traffic Signal Level II, or higher. The CONTRACTOR shall furnish a copy of the certificate issued by the I.M.S.A. for each technician to the Contract Manager before execution of the contract. The CONTRACTOR shall employ a minimum of one (1) technician certified for video detection set-up and operation and shall provide a copy of the associated certificate to the Contract Manager prior to execution of the contract.

- c) Equipment testing such as conflict monitors and controllers shall be performed by a certified Traffic Signal Level III Bench Technician.

### **3.4 OPERATIONS**

- a) The CONTRACTOR, at their own expense, shall replace the sidewalk slabs, driveway slabs, and any other item, if they are damaged by maintenance activities. If already damaged prior to arrival, the cost of such replacement may be charged to the COUNTY under the time and material rates and upon approval by the Contract Manager. Therefore, the CONTRACTOR shall take before and after photos (2.1(f)) of damaged area and submit with invoice.
- b) All public land corners and monuments that are encountered shall be protected by the CONTRACTOR. Corners and monuments, which conflict with the work and are in danger of disturbance, shall be properly referenced by a Florida Registered Surveyor prior to the beginning of any work at the site. The CONTRACTOR shall assume all costs associated with the restoration of corners and monuments.
- c) The CONTRACTOR shall perform utility locates for signal and communication cable as requested by the Contract Manager, FDOT, utility companies, and other contractors.
- d) In the event of an emergency (i.e., hurricane, flood, etc.), costs associated with performing services shall be charged in accordance with hourly rates and parts/materials schedule.
- e) Gulf Power outages: Temporary, Long Term or After hour calls:

- Technician of record shall stay in contact with Gulf Power representative until power is restored.
- Upon notification of power restored, respond within two (2) hours and verify that location is operating properly.
- Should Gulf Power verify that the outage will exceed two (2) hours; Contract Manager shall be contacted to approve deployment of temporary emergency generator to power intersection.
- In case of power failure at coordinated systems the technician shall verify the following:
  - Communications transmitting/receiving
  - Operation of time of day plan
  - Controller Settings; time of day, day of week, daylight savings
  - Re-install timings if lost and save to eeprom.

- f) Maintenance of overhead equipment, such as aerial mounted equipment, mast arms and span wires:
- Aerial Mounted Equipment: clean signal lenses, signs, brackets, and reflectors, replace incandescent lamps, substandard hardware, defective lenses and reflectors; check gaskets for water infiltration and deterioration; check for head alignment, cracks or rust in hardware, visors, wing nuts, hinges, wear on signal wire, mechanical hardware and condition of back plates.
  - Span Wire: check condition of span and tether wires, clevis pins, clamps and hardware, remove excessive slack.
  - Mast Arms: check clamps, hardware connection bolts for rust, and tightness; prime and spot paint as required.
  - The basis for this maintenance will be conducted through a work order issued by the Contract Manager. Also, the Contract Manager shall approve the complete replacement of signal heads, mast arms and span wire. The cost of such replacement shall be charged to the COUNTY under the time and material rates or equivalent FDOT/Basis of Estimates (BOE) pay-items.
- g) Conflict monitors shall be bench tested, not field tested, by using a certified conflict monitor test fixture following manufacturer's recommended testing procedures.

### **3.5 REPORTS**

- a) The CONTRACTOR shall prepare an electronic maintenance record and an electronic invoice for each trouble call received. Format shall be specified and/or approved by the Contract Manager. Each maintenance record shall contain the following information:
- Location and signal identification number.
  - Service requested or trouble reported; name of person that made the request or report; date and time received.
  - Person that responded; date and time of arrival at the site; problem found; work completed; date and time work was completed.
  - Maintenance record number.
  - List of materials, parts, and equipment used.
  - List of man-hours by employee and classification.
  - Attach as documentation a copy of vendor invoices.
  - County-furnished parts and equipment used shall be noted as such.
  - Adjustments made to equipment in controller cabinet.
  - Serial numbers and dates of manufacture from equipment removed and new/refurbished equipment installed.

- Photos of “before” and “after” at each location.
- b) Each maintenance record shall be completed in full and transmitted to the Contract Manager within three (3) business days of completion of work. Such record may also serve as the CONTRACTOR’S invoice for the work performed.
  - c) Invoices submitted separately from a maintenance record shall be transmitted to the Contract Manager within (30) calendar days of completion of work, except for work completed in the last two weeks of each fiscal year (Sept. 16<sup>th</sup> thru Sept. 30). Invoices for work completed during this time frame shall be transmitted to the Contract Manager on or before October 7<sup>th</sup> of each year. Invoices submitted inconsistent with the time limitations stated herein may not be approved for payment.
  - d) Conflict monitor bench testing: a print-out of the original test results shall be given to the Contract Manager and a copy will remain with the unit tested.
  - e) The CONTRACTOR may request addendum for material pricing in the contract. Contract Manager will forward an approved addendum request to the Board of County Commissioners for approval of the contract modification.
  - f) All documentation shall be submitted electronically.

### **3.6 RESPONSE MAINTENANCE**

#### **3.6.1 TASK PRIORITIES**

The CONTRACTOR shall arrive at the work site according to the schedule outlined below:

The order of priorities during initial response is;

- (1) Assure work area is safe and proper M.O.T. established when necessary.
- (2) Assure work area is safe for both vehicular and pedestrian traffic.
- (3) Identify the operational issue and make repairs. Repairs which involve the replacement of general incidental maintenance items (e.g., LEDs, loop detectors, load switches, pedestrian detectors, controllers and conflict monitors) shall be completed during the time of initial response. There shall be no charge for any subsequent visits related to the original response unless approved by the Contract Manager.

#### **3.6.2 RESPONSE TIMES**

**The following shall be considered the standard criteria for response times:**

- Response maintenance calls during weekday hours between 0800 hours – 1630 hours, excluding legal holidays: One (1) hour.
- Response maintenance calls at all other times: Two (2) hours.
- Utility locates: Two (2) business days.

If the CONTRACTOR fails to respond within the specified times, the COUNTY may charge for non-performance as set forth in Part 3 of this contract. The COUNTY may exercise the option to enlist the services of another contractor in order to complete necessary repairs. The CONTRACTOR will be charged the cost incurred plus an administrative fee of 10%.

Response times for after-hours service calls (1631 hours – 0759 hours) and weekends/holidays shall be reviewed and initiated by the CONTRACTOR'S Level II Traffic Signal Technician who shall be responsible for determining the proper response time. The following are typical applications for response times:

Two-Hour Response Time:

- Intersection completely out/ In flash
- Cabinet/pole knockdown
- Dual signal indications out
- Left/right turn signal indications out

Next Day Response:

- Single signal indication out on thru phases only
- Activating without demand
- Not cycling properly
- Pedestrian indication out

Response Time Exceptions:

- Heavy rain
- High winds
- Fog
- Tornado warnings
- Tropical storms
- Hurricanes

Work shall commence as soon as conditions improve or warnings are lifted by National Weather Service.

### **3.7 REPAIR TIME**

- a) Any work which typically cannot be finalized during the initial response, shall be completed by The CONTRACTOR according to the following schedule:
  - Pole knockdown or damage: restore safe operation within 6 hours; order replacement pole within one (1) business day; notify the

COUNTY of estimated delivery date; install new pole within five (5) business days upon receipt.

- Pedestrian pedestal knockdown: install new pedestal assembly within five (5) business days.
- Sign knockdown or damage: advise the Contract Manager within one (1) business day; the COUNTY will furnish a new sign; install new sign within five (5) business days upon receipt.
- Controller cabinet collision: replace cabinet with County-furnished stock or rental within eight (8) hours; order replacement equipment within one (1) business day; notify COUNTY of estimated delivery date; install new cabinet within five (5) business days upon receipt.
- Controller, master, or conflict monitor failure: replace unit with spare within four (4) hours; order replacement unit or ship unit to manufacturer for repair within one (1) business day; install replacement unit within five (5) business days upon receipt.
- Video Detection/Loop assembly failure: implement max/min recalls to re-establish lost functionality; for video detection, repair/replace necessary failed video components within two (2) business days; for loop detection, temporarily splice if possible and install new loop assembly within five (5) business days. Test each new loop assembly in accordance with FDOT standards. Record test results and certify accuracy on a Traffic Signal Resistance Data Sheet (re: Appendix "A"). Transmit the original certified data sheet with the maintenance record to the Contract Manager.
- Signal assembly knockdown: install new signal assembly within 24 hours.
- Span wire knockdown or damage: notify law enforcement for traffic control; install new span wire within 24 hours.
- Communication cable failure: If communication cable is found to be damaged, document findings and provide Contract Manager with a written repair estimate within five (5) business days.
- Grounding failure or damage: install new grounding within five (5) business days. Test each new ground assembly in accordance with FDOT standards. Record test results and certify accuracy on a Traffic Signal Resistance Data Sheet (RE: Appendix "A"). Transmit the original certified data sheet with the maintenance record to the Contract Manager.
- Conflict monitors shall be bench tested and re-installed within five (5) business days of work order being issued.

- b) The Contract Manager may request minor design and operational modifications (e.g., signal display adjustments, detector modifications and timing changes). The CONTRACTOR shall complete such requests within ten (10) business days.\

If the CONTRACTOR fails to respond within the specified times, the COUNTY may charge penalties for non-performance as set forth in the Bid Sheet. The COUNTY may exercise the option to enlist the services of another contractor in order to complete necessary repairs. The CONTRACTOR will be charged the cost incurred plus an administrative fee of 10%.

**CHARGES FOR NON-PERFORMANCE  
(Per Occurrence):**

Failure to Transmit Maintenance Record Within Three (3) Business Days	\$1,000
Failure to Respond to Trouble Call Within Specified Time	\$1,000
Failure to Complete Repair Within Specified Time	\$1,000
Failure to Comply with FDOT Maintenance of Traffic Standards	\$1,000

**Appendix "A"**

**TRAFFIC SIGNAL RESISTANCE MEASUREMENTS DATA SHEET**

**Intersection:** \_\_\_\_\_

**LOOP ASSEMBLY RESISTANCE**

	Loop Location/No.	Series Resistance	Insulation Resistance
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

**GROUND ROD RESISTANCE**

	Rod Location Resistance
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	

\_\_\_\_\_  
**SIGNATURE OF CONTRACTOR'S REPRESENTATIVE**  
IMSA Level II - Certified Technician

\_\_\_\_\_  
**DATE**

## **ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS**

**The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.**

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

**NOTE:** Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

**Bid Information** See Home Page URL: <http://www.myescambia.com>  
Click on **ON-LINE SOLICITATIONS**

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
  - 5.01 **Taxes**
  - 5.02 **Discounts**
  - 5.03 **Mistakes**
  - 5.04 **Condition and Packaging**
  - 5.05 **Safety Standards**
  - 5.06 **Invoicing and Payment**
  - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers' Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
  - 9.01 **County Procedure on Acceptance of Gifts**
  - 9.02 **Contractors Required to Disclose any Gift Giving**
  - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**
23. **Distribution of Certification of Contract**

**ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS**  
**The following General Terms and Conditions are incorporated by reference (continued).**

24. **The Successful Bidder(s) must Provide**
25. **Addition/deletion of Items**
26. **Ordering Instructions**
27. **Public Records**
28. **Delivery**
29. **Samples**
30. **Additional Quantities**
31. **Service and Warranty**
32. **Default**
33. **Equal Employment Opportunity**
34. **Florida Preference**
35. **Contractor Personnel**
36. **Award**
37. **Uniform Commercial Code**
38. **Contractual Agreement**
39. **Payment Terms/Discounts**
40. **Improper Invoice; Resolution of Disputes**
41. **Public Entity Crimes**
42. **Suspended and Debarred Vendors**
43. **Drug-Free Workplace Form**
44. **Information Sheet for Transactions and Conveyances**
45. **Copies**
46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations,  
URL:<http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html>
47. **Execution of Contract**
48. **Purchase Order**
49. **No Contingent Fees**
50. **Solicitation Expenses**
51. **On-Line Auction Services**

## **SPECIAL TERMS AND CONDITIONS**

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

### **Instructions to Offerors**

#### **1. General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

**Specification Number PD 15-16.088, TRAFFIC SIGNAL RESPONSE MAINTENANCE,  
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 TRAFFIC  
SIGNAL RESPONSE MAINTENANCE.**

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

#### **Conduct of Participants**

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

#### **Definitions**

***Blackout period*** means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

***Lobbying*** means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

### **Sanctions**

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

### **Scope of Work Summary:**

The work under this section involves response maintenance of traffic signals throughout Escambia County. Response maintenance is defined as the initial response by the CONTRACTOR to any reported equipment or system malfunction. Response maintenance includes both field procedures used to restore operation and shop procedures followed to repair and test the malfunctioning equipment. Response maintenance includes the following activities:

- a) Receive notification
- b) Secure the site
- c) Diagnose the problem
- d) Perform interim and final repairs
- e) Log the activities
- f) Prepare maintenance reports

### **2. Bid Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **\$1,000.00**.

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**  
The County may 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, Wednesday, August 17, 2016.

Responses will be provided on or before Friday, August 19, 2016.

5. **Bid Forms**  
This Solicitation contains a Solicitation and Offer Form and Bid Form which shall be submitted in a sealed envelope 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. **Liquidated Damages/Charges for Non-Performance**  
**(Per Occurrence):**

Failure to Transmit Maintenance Record Within Three (3) Business Days	\$1,000
Failure to Respond to Trouble Call Within Specified Time	\$1,000
Failure to Complete Repair Within Specified Time	\$1,000
Failure to Comply with FDOT Maintenance of Traffic Standards	\$1,000

7. **Safety Regulations**  
Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

8. **Codes and Regulations**  
The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

9. **Payment**  
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

10. **Warranty**  
The awarded vendor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of one (1) year from date of delivery/acceptance by Escambia County.

Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the awarded vendor shall repair or replace same at no cost to the County, immediately upon written notice from the Purchasing Manager.

11. **Debris**

Awarded vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

12. **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.

13. **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.

14. **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.

15. **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.

16. **Contract Term/Renewal/Termination**

A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

- B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.
- C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.
- D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

17. **Ordering**

The County will issue release (purchase) orders against the contract on an as needed basis for the supplies or services listed on the bid form.

18. **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.

19. **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.

20. **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.)

21. **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.
22. **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.



<b>RESPONSE MAINTENANCE</b>	<b>Unit Price</b>	<b>Est. Qty.</b>	<b>Ext.</b>
Technician Assistant (Mon-Fri, 4:31 PM-7:49AM, Sat, Sun and Holidays)/HR	58.00	40	2,320.00
Aerial Bucket Truck (Standard) /HR	25.00	1200	30,000.00
Aerial Bucket Truck (Large)/HR	30.00	55	1,650.00
Service Truck/HR	25.00	730	18,250.00
Maintenance of Traffic (Message Board Rental)/DAY	15.00	10	150.00
Utility Coordination (Sunshine Spots)/PI	200.00	10	200.00
Timing Implementation/PI	500.00	5	2,500.00
Timing Adjustment, Systems (Coordinated)/PI	500.00	5	2,500.00
Timing Adjustment, Intersections (Non-Coordinated)/PI	500.00	5	2,500.00
Bench Testing (Conflict Monitor)/EA	125.00	200	25,000.00
Temporary Controller/Monitor Rental/DAY	25.00	25	625.00
Temporary Traffic Signal Operation, Generator Rental/HR	20.00	5	100.00
Temporary Traffic Signal Cabinet, During Knock-Down Rental/Day	10.00	5	50.00
<b>620 Grounding Electrode:</b>			
10 ft. 5/8" Ground Rod/EA	40.00	100	4,000.00
20 ft. 5/8" Ground Rod/AS	80.00	50	4,000.00
<b>630-2-AB Conduit - Schedule 40:</b>			
A = Operation 1 (Furnish & Install)			
B = Installation Method/location			
630-2-11 = (open trench) Underground/LF	5.60	500	2,800.00
630-2-12 = (Directional Bore) Underground or Under pavement*/LF	11.00	300	3,300.00
630-2-13 = (Jack & Bore) Typically under railroad/LF	20.00	300	6,000.00
630-2-14 = (Aboveground)/LF	7.00	100	700.00
630-2-15 = (Bridge Mount)/LF	10.00	400	4,000.00
<b>Miscellaneous Conduit:</b>			
½" 10 ft. Section/EA	4.00	100	400.00
1" 10 ft. Section/EA	5.00	100	500.00
Conduit, 2" 10 ft. (Above Ground)EA	16.00	200	3,200.00
Conduit, 2" 10 ft. (Underground)/EA	10.00	500	5,000.00
Conduit, 2" 10 ft. (Under Pavement/Jacked)/EA	30.00	500	15,000.00
Conduit, 1" Clamp/EA	0.55	100	55.00
Conduit, 2" Clamp/EA	1.00	100	100.00
Coupling, 1/2"/EA	0.14	50	7.00
Coupling, 1"/EA	0.27	50	13.50
Coupling, 2"/EA	0.65	200	130.00
90 degree elbow, ½"/EA	1.00	100	100.00
90 degree elbow, 1"/EA	1.00	100	100.00
90 degree elbow, 2"/EA	1.25	100	125.00

<b>RESPONSE MAINTENANCE</b>	<b>Unit Price</b>	<b>Est. Qty.</b>	<b>Ext.</b>
<b>632-7-A - IMSA Signal Cable:</b>			
<b>632-7- A = Operation</b>			
632-7-1 = (New or Reconstructed Intersection- Furnish & Install) PI	3,000.00	5	15,000.00
632-7-2 = (Repair, Replace, and other operations- Furnish & Install) LF	4.35	1000	4,350.00
632-7-4 = (Adjust/Modify) PI	550.00	10	5,500.00
632-7-6 = (Remove- Intersection) PI	125.00	5	625.00
632-7-7 = (Remove- Outside of Intersection) LF	1.00	5	5.00
<b>Miscellaneous Signal Cable:</b>			
20- Conductor/LF	3.55	250	887.50
16-Conductor/LF	2.50	250	625.00
12-Conductor/LF	2.00	250	500.00
9-Conductor/LF	1.50	250	375.00
7-Conductor/LF	1.25	1000	1,250.00
2-Conductor/Belden "Home Run"/LF	0.50	1000	500.00
<b>633 - Communication:</b>			
<b>633-1-ABC Fiber Optic Cable</b>			
A = Operation:      B = Location:      C= Number of Fibers in Cable			
1 (F&I)	1 (Overhead)	1 (2 to 12)/LF	
4 (Relocate)	2 (Underground)	2 (13 to 48)/LF	
3 (49 to 96)/LF			
4 (97 to 144)/LF			
633-1-111 = (FO Cable O/H 2-12 ct)/LF	1.85	1000	1,850.00
633-1-112 = (FO Cable O/H 13-48 ct)/LF	2.20	1000	2,200.00
633-1-121 = (FO Cable U/G 2-12 ct)/LF	1.57	1000	1,570.00
633-1-122 = (FO Cable U/G 13-48 ct)/LF	1.90	1000	1,900.00
633-1-123 = (FO Cable U/G 49-96 ct)/LF	2.65	1000	2,650.00
633-1-124 = (FO Cable U/G 97-144 ct)/LF	3.25	1000	3,250.00
633-1-410 = (FO Cable O/H Relocate)LF	2.65	1000	2,650.00
633-1-420 = (FO Cable U/G Relocate)LF	9.00	1000	9,000.00
<b>633-2- AB Fiber Optic Connections</b>			
633-2-31 = ( Fiber Optic Connection, Install, Splice)	40.00	1000	40,000.00
633-2-32 = ( Fiber Optic Connection, Install, Termination)	45.00	500	22,500.00
<b>633-3-AB Fiber Optic Connection Hardware</b>			
633-3-11 = ( FO, F&I, Splice Enclosure)	650.00	5	3,250.00
633-3-12 = ( FO, F&I, Splice Tray)	288.00	5	1,440.00
633-1-14 = (FO, F&I, Buffer Tube Fan Out Kit)	220.00	5	1,100.00
633-3-16 = (FO, F&I, Patch Panel Field Termination)	550.00	5	2,750.00
633-3-41 = ( FO, Relocate, Splice Enclosure)	200.00	5	1,000.00

<b>RESPONSE MAINTENANCE</b>	<b>Unit Price</b>	<b>Est. Qty.</b>	<b>Ext.</b>
<b>633-4-A (Copper Twisted-Pair Cable)</b>			
633-4-1 = (Twisted Pair, F&I)/LF	2.25	500	1,125.00
633-4-4 = (Twisted Pair, Relocate)/LF	1.35	500	675.00
633-4-6 = (Twisted Pair, Remove)/LF	1.00	500	500.00
<b>Miscellaneous Communication:</b>			
Interconnect Cable/FSK Wire (Overhead) - 6-22-AL-F8/LF	2.60	1000	2,600.00
Interconnect Cable/ FSK Wire (Underground) - 6-22-AL-F8/LF	3.05	1000	3,050.00
Buried Cable Warning Marker (Per Detail)/EA	175.00	100	17,500.00
ITS Express ITS 8020 Fiber Switch/EA	1,000.00	50	50,000.00
ITS Express ITS 80 Series Power Supply/EA	150.00	50	7,500.00
<b>634-4-ABC Span Wire Assembly:</b>			
634-4-142 = (Span Wire Assembly, F&I, Single Point Diagonal)/PI	800.00	2	1,600.00
634-4-152 = (Span Wire Assembly, F&I, Two Point, Diagonal)/PI	950.00	2	1,900.00
634-4-163 = (Span Wire Assembly, F&I, Two Point, Drop/Box)/PI	3,500.00	4	14,000.00
634-4-700 = (Span Wire Assembly, Re-Tension Span)/PI	500.00	10	5,000.00
<b>Miscellaneous Span Wire Assembly:</b>			
Adjustable Hanger/EA	55.00	25	1,375.00
Disconnect Hanger/EA	200.00	25	5,000.00
Extension Hanger/EA	40.00	25	1,000.00
Span Wire Hanger (2079-S) with SS Bushing (Single Cable Support)/EA	45.00	25	1,125.00
Span Wire Clamp/EA	45.00	25	1,125.00
Sign Bracket/Span Wire Type (1-Way)/EA	200.00	5	1,000.00
Sign Bracket/Span Wire Type (2-Way)/EA	250.00	5	1,250.00
Eye Bolt/EA	10.00	25	250.00
All Thread/5/8"/LF	2.15	25	53.75
Guy Anchor, 6"/EA	150.00	5	750.00
Guy Wire/1/4"/LF	1.00	100	100.00
Guy Wire/3/8"/LF	1.10	500	550.00
Span Wire Splice/1/4"/EA	40.00	25	1,000.00
Span Wire Splice/3/8"/EA	60.00	25	1,500.00
Guy Wire Vise/1/4"/EA	13.00	25	325.00
Guy Wire Vise/3/8"/EA	40.00	25	1,000.00
634-5-1 Fiberglass Insulator 10 ft.(EA)	100.00	10	1,000.00
<b>635-2-AB Pull Box or Junction Box:</b>			
635-2-11 = (Pull & Splice Box, F&I, 13" x 24")/EA	550.00	10	5,500.00
635-2-12 = (Pull & Splice Box, F&I, 24" x 36")/EA	1,500.00	10	15,000.00
635-2-13 = (Pull & Splice Box, F&I, 30" x 60")/EA	2,600.00	5	13,000.00
635-2-40 = (Pull & Splice Box, Relocate)/EA	465.00	5	2,325.00

<b>RESPONSE MAINTENANCE</b>	<b>Unit Price</b>	<b>Est. Qty.</b>	<b>Ext.</b>
<b>Miscellaneous Pull Box or Junction Box:</b>			
Aerial Junction Box/EA	80.00	5	400.00
Mounted Junction Box/EA	110.00	20	2,200.00
<b>639-1-ABC Electrical Power Service:</b>			
639-1-112 = (E.P.S., F&I, O/H Meter Purchased/Contractor)/AS	1,100.00	1	1,100.00
639-1-113 = (E.P.S., F&I, O/H Meter Not Required)/AS	1,100.00	1	1,100.00
639-1-122 = (E.P.S., F&I, U/G Meter Purchased/Contractor)/AS	1,200.00	1	1,200.00
639-1-123 = (E.P.S., F&I, U/G Meter Purchased/Contractor)/AS	1,200.00	1	1,200.00
<b>639-2-A Electrical Service Wire:</b>			
639-2-1 = (Electrical Service Wire, F&I)/LF	1.25	500	625.00
639-2-6 = (Electrical Service Wire, Remove)/LF	1.00	500	500.00
<b>639-3-AB Electrical Service Disconnect:</b>			
639-3-11 = (Electrical Service Disconnect, F&I, Pole Mount)/EA	155.00	5	775.00
639-3-60 = (Electrical Service Disconnect, Remove)/EA	30.00	5	150.00
<b>641-2-AB Pre-Stressed Concrete Pole:</b>			
641-2-12 = (Furnish & Install Service Pole)/EA	750.00	5	3,750.00
<b>Concrete Strain Pole N-IV:</b>			
20' - 26'/EA	1,011.00	1	1,011.00
28' - 34'/EA	1,131.00	1	1,131.00
36' - 42'/EA	2,500.00	1	2,500.00
42' - 50'/EA	4,789.00	1	4,789.00
<b>Concrete Strain Pole N-V:</b>			
20' - 26'/EA	1,526.00	1	1,526.00
28' - 34'/EA	1,835.00	1	1,835.00
36' - 42'/EA	4,000.00	1	4,000.00
42' - 50'/EA	5,195.00	1	5,195.00
<b>Concrete Strain Pole N-VI:</b>			
20' - 26'/EA	1,670.00	1	1,670.00
28' - 34'/EA	2,020.00	1	2,020.00
36' - 42'/EA	4,200.00	1	4,200.00
42' - 50'/EA	5,965.00	1	5,965.00
<b>Concrete Strain Pole N-VII:</b>			
20' - 26'/EA	1,970.00	1	1,970.00
28' - 34'/EA	2,500.00	1	2,500.00
36' - 42'/EA	5,000.00	1	5,000.00
42' - 50'/EA	6,640.00	1	6,640.00
<b>Concrete Strain Pole N-VIII:</b>			
20' - 26'/EA	2,150.00	1	2,150.00

<b>RESPONSE MAINTENANCE</b>	<b>Unit Price</b>	<b>Est. Qty.</b>	<b>Ext.</b>
28' - 34'/EA	2,665.00	1	2,665.00
36' - 42'/EA	5,200.00	1	5,200.00
42' - 50'/EA	6,925.00	1	6,925.00
<b>643 Wood Pole: F&amp;I</b>			
Class 5 Wood Strain Pole/35'/EA	875.00	1	875.00
Wood Strain Pole/6" Top x 16'/.60 CCA SYP Pole (Treated)/EA	533.00	1	533.00
<b>646-1-AB - Pedestal and Pedestrian Post:</b>			
646-1-11 = (Aluminum Pedestal)/EA	795.00	5	3,975.00
646-1-12 = (Aluminum Pedestrian Post)/EA	235.00	5	1,175.00
646-40 = (Pedestal/Post, Remove)/EA	85.00	5	425.00
<b>650-1-AB Traffic Signal Assembly:</b>			
650-1-11 = (Traffic Signal/12" (1 Section, 1 Way)/AS	660.00	10	6,600.00
650-1-24 = (Traffic Signal/12" (3 Section, 1 Way Poly w/ Alum)/AS	835.00	25	20,875.00
650-1-34 = (Traffic Signal/12" (3 Section, 1 Way Poly)/AS	865.00	25	21,625.00
650-1-26 = (Traffic Signal/12" (4 Section, 1 Way Poly w/ Alum)/AS	1,000.00	1	1,000.00
650-1-36 = (Traffic Signal/12" (4 Section, 1 Way Poly)/AS	1,075.00	1	1,075.00
650-1-29 = (Traffic Signal/12" (5 Section, 1 Way Poly w/ Alum)/AS	1,170.00	10	11,700.00
650-1-38 = (Traffic Signal/12" (5 Section, 1 Way Straight Poly)/AS	1,135.00	5	5,675.00
650-1-39 = (Traffic Signal/12" (5 Section, 1 Way Cluster Poly)/AS	1,135.00	5	5,565.00
650-1-12 = (Traffic Signal/12" (1 Section, 2-4 Way)/AS	995.00	1	995.00
650-1-25 = (Traffic Signal/12" (3 Section, 2 Way Poly w/ Alum)/AS	1,378.00	10	13,780.00
650-1-50 = (Traffic Signal Install only)/ EA	200.00	1	200.00
650-1-60 = (Traffic Signal Remove)/EA	45.00	1	45.00
<b>650-2-ABB Vehicular Signal Auxiliaries:</b>			
650-2-102 = (Backplate – Black with Retro-reflective Border)/EA	135.00	100	13,500.00
650-2-105 = (Tunnel Visor)/EA	40.00	100	4,000.00
650-2-106 = (12" LED Module)/EA	75.00	300	22,500.00
<b>650-2 Miscellaneous Vehicular Signal Auxiliaries:</b>			
12" Red LED Module/EA	65.00	25	1,625.00
12" Yellow LED Module/EA	65.00	25	1,625.00
12" Green LED Module/EA	65.00	100	6,500.00
12" Red Arrow LED Module/EA	65.00	15	975.00
12" Yellow Arrow LED Module/EA	65.00	15	975.00
12" Green Arrow LED Module/EA	65.00	15	975.00
12" Yellow LED (12 Volt)/EA	150.00	15	2,250.00

<b>RESPONSE MAINTENANCE</b>	<b>Unit Price</b>	<b>Est. Qty.</b>	<b>Ext.</b>
3M Optical Signal Lamp/EA	125.00	15	1,875.00
12° Geometrically Programmed Louver	265.00	10	2,650.00
Astro Bracket 110° SS Cable/EA	255.00	10	2,550.00
<b>653-1-AB Pedestrian Signal:</b>			
653-1-11 = (Pedestrian Signal LED Countdown, 1 Way)/AS	600.00	10	6,000.00
653-1-12 = (Pedestrian Signal LED Countdown, 2 Way)/AS	1,165.00	10	11,650.00
<b>Miscellaneous Pedestrian Signal:</b>			
Pedestrian Signal (LED Countdown Module)/EA	225.00	25	5,625.00
Pedestrian Signal Housing (Ped Can)/EA	155.00	10	1,550.00
4" Spun Aluminum Pedestal (Pedestrian Signal, Flashing Beacon)/EA	430.00	25	10,750.00
Slip-Filter 4½" /EA	75.00	25	1,875.00
2 Way Signal Bracket Kit/EA	132.00	10	1,320.00
<b>654-1-AB In Roadway Light Assembly:</b>			
654-1-20 = (In-Roadway Light Assembly Solar Powered)/AS	30,500.00	1	30,500.00
654-1-21 = (In-Roadway Light Fixture Solar Powered)/EA	1,850.00	1	1,850.00
654-1-22 = (In-Roadway Light Cabinet Solar Powered)/EA	3,500.00	1	3,500.00
<b>654-2-AB Rectangular Rapid Flashing Beacon Assembly(RRFB)</b>			
654-2-21 = (RRFB Complete Assembly Solar- Single Direction)/AS	5,200.00	1	5,200.00
654-2-22 = (RRFB Complete Assembly Solar- Back to Back)/AS	6,000.00	1	6,000.00
654-2-73 = (Maintenance use-Replace batteries 55 amp)/EA	200.00	1	200.00
654-2-74 = (Maintenance use-Replace RRFB unit)/EA	7,500.00	1	7,500.00
<b>660-1 Loop Detectors:</b>			
Loop Detector/1 Channel/Relay Output/Shelf Moun/EA	135.00	10	1,350.00
Loop Detector/1 Channel/Relay Output/Shelf Mount/Time Delay/EA	175.00	10	1,750.00
Loop Detector/1 Channel/Solid State/Shelf Mount/EA	155.00	10	1,550.00
Loop Detector/1 Channel/Solid State/Shelf Mount/Time Delay/EA	185.00	10	1,850.00
Loop Detector/2 Channel/Solid State/Shelf Mount/EA	300.00	10	3,000.00
Loop Detector/2 Channel/Solid State/Shelf Mount/Time Delay/EA	300.00	10	3,000.00
Loop Detector/4 Channel/Solid State/Shelf Mount/EA	600.00	1	600.00
Loop Detector/4 Channel/Solid State/Shelf Mount/Time Delay/EA	600.00	1	600.00
Loop Detector/2 Channel/Solid State/Rack Mount/EA	150.00	10	1,500.00
Loop Detector/2 Channel/Rack Mount/Time Delay/EA	200.00	10	2,000.00
Loop Detector/4 Channel/Solid State/Rack Mount/EA	425.00	1	425.00
Loop Detector/4 Channel/Solid State/Rack Mount/Time Delay/EA	425.00	1	425.00

<b>RESPONSE MAINTENANCE</b>	<b>Unit Price</b>	<b>Est. Qty.</b>	<b>Ext.</b>
<b>660-2-ABB Loop Assembly:</b>			
660-2-101 = (Loop Assembly/Type A/6'x 50')/AS	600.00	10	6,000.00
660-2-102 = (Loop Assembly/Type B/6' x 6')/AS	500.00	10	5,000.00
660-2-106 = (Loop Assembly/Type F/6'x50')/AS	1,000.00	10	10,000.00
<b>Miscellaneous Inductive Loop:</b>			
Surge Arrestor (Inductance Loop Amplifier)/EA	14.00	10	140.00
Home Run Cable (Replacement)/LF	2.00	500	1,000.00
<b>660-4-AB Vehicle Detection System-Video:</b>			
660-4-11 = V.D.S. Video (F&I Cabinet Equipment)/EA	15,500.00	1	15,500.00
660-4-12 = V.D.S. Video (F&I Above Ground Equipment)/EA	5,500.00	1	5,500.00
660-4-41 = V.D.S. Video (Relocate Cabinet Equipment)/EA	1,125.00	1	1,125.00
660-4-42 = V.D.S. Video (Relocate Above Ground Equipment)/EA	840.00	1	840.00
660-4-60 = V.D.S. Video (Remove)/EA	150.00	1	150.00
660-4-80 = V.D.S. Video (Preventative Maintenance)/EA	300.00	1	300.00
<b>Miscellaneous Vehicle Detection System-Video:</b>			
Aldis, 360 degree 10" diameter x 9" Fisheye Camera / EA	5,500.00	1	5,500.00
Aldis, GRIDSMART Control Unit for TS1 and TS2 Traffic Control Cabinets/EA	14,900.00	1	14,900.00
12 ft. Camera Extension Assembly/EA	100.00	5	500.00
Iteris RZ-4 Advanced Wide Dynamic Range Camera	2,200.00	2	4,400.00
Iteris Vantage Edge 2 Video Processor Card (Single)/EA	5,345.00	2	10,690.00
Iteris Vantage Edge 2 Video Processor Card (Dual)/EA	8,277.00	2	16,554.00
Iteris Vantage EdgeConnect Video Interface Card/EA	3,311.00	2	6,622.00
16"-19"LCD Monitor for Video detection System/EA	800.00	5	4,000.00
Video Surge Arrestor CAT5/EA	40.00	5	200.00
Video Surge Arrestor BNC/EA	75.00	5	375.00
Video Cable CAT 5/LF	1.00	500	500.00
Video Cable Composite/LF	1.00	500	500.00
<b>665-1-AB Pedestrian Detector:</b>			
665-1-11 = Pedestrian Detector (Standard)/EA	155.00	50	775.00
665-1-12 = Pedestrian Detector (Accessible "Audible")/EA	1,645.00	8	13,160.00
<b>Miscellaneous Pedestrian Detection System:</b>			
Detector Sign (Pedestrian)/EA	35.00	50	1,750.00
Push Button (Pedestrian Detector Standard)/EA	75.00	50	3,750.00
Push Button (Pedestrian Detector Accessible "Audible")/EA	1,500.00	10	15,000.00
PB-5100 8' Aluminum Pole/EA	430.00	10	4,300.00
<b>670-5-ABC Traffic Signal Controller Assembly:</b>			
670-5-110 = (Traffic Controller Assembly NEMA)/AS	19,000.00	2	38,000.00
670-5-111 = (Traffic Controller Assembly NEMA w/ 1 Pre)/AS	19,000.00	2	38,000.00
670-5-112 = (Traffic Controller Assembly NEMA w/ 2 Pre)/AS	19,500.00	2	39,000.00

<b>RESPONSE MAINTENANCE</b>	<b>Unit Price</b>	<b>Est. Qty.</b>	<b>Ext.</b>
670-5-151 = (Traffic Controller Assembly ATC w/ 1 Pre)/AS	20,300.00	2	40,600.00
670-5-152 = (Traffic Controller Assembly ATC w/ 2 Pre)/AS	20,300.00	2	40,600.00
670-5-500 = (Traffic Controller Assembly, Modify)/AS	500.00	5	2,500.00
670-5-600 = (Traffic Controller Assembly, Remove)/AS	150.00	5	750.00
<b>671-2-AB Traffic Signal Controller:</b>			
671-2-11 = (Traffic Controller, NEMA)/EA	4,625.00	10	46,250.00
671-2-13 = (Traffic Controller, ATC)/EA	4,625.00	10	46,250.00
671-2-40 = (Traffic Controller, Modify)/EA	300.00	20	6,000.00
<b>671-2 Miscellaneous Traffic Signal Controller:</b>			
Conflict Monitor/Fuse/½ Amp (SloBlo)/EA	1.00	5	5.00
Conflict Monitor/Fuse/2 Amp/EA	1.00	5	5.00
Controller Fuse/3/4/ Amp/24 VDC/EA	1.00	1	1.00
Controller Fuse/1 ¼ Amp (SloBlo)/EA	1.00	1	1.00
Peek/3000E/NEMA/TS-1/8 Phase/EA	4,825.00	1	4,825.00
<b>Controller Type (Interconnect 860 NM Fiber Optic, Closed Loop):</b>			
Peek 3000E NEMA/TS-1/8 Phase/EA	5,200.00	1	5,200.00
Peek M3000 (Master) NEMA/TS-1/8 Phase/EA	4,900.00	1	4,900.00
<b>Controller Type (Interconnect FSK Wire, Closed Loop):</b>			
Peek 3000E NEMA/TS-1/8 Phase/EA	5,080.00	1	5,080.00
Peek M3000 (Master) NEMA/TS-1/8 Phase/EA	4,710.00	1	4,710.00
Peek 3000E Refurbished(*)Controller	2,000.00	20	40,000.00
Peek 3000E Refurbished(*)NEMA/8Phase/TS-1/Fiber Optic/EA	2,000.00	20	40,000.00
Peek 3000E Refurbished(*)NEMA/8Phase/TS-1/FSK/EA	2,000.00	10	20,000.00
Peek ATC-1000 Controller/EA	4,350.00	5	21,750.00
Peek ATC-1000 Refurbished(*) Controller/EA	2,000.00	5	10,000.00
McCain ATC eX Controller, TS2 Type 1	5,300.00	5	26,500.00
McCain ATC eX Refurbished(*) Controller, TS2 Type 1	2,537.00	5	12,685.00
McCain ATC eX NEMA Controller, TS2 Type 2	5,080.00	5	25,400.00
McCain ATC eX NEMA Refurbished(*) Controller, TS2 Type 2	2,900.00	5	14,500.00
<b>(*) = Factory Certified</b>			
<b>676 - Base Mounted Controller Cabinet:</b>			
NEMA/SOP 10/8 Phase/TS-1 (2) Preemption Plans (Per FDOT District 3 Specifications)/EA	22,000.00	1	22,000.00
NEMA/SOP 10/8 Phase/TS-1/Communications/Master (Per FDOT District 3 Specifications)/EA	22,500.00	1	22,500.00
NEMA/SOP 10/8 Phase/TS-1/Communications/Master/Video Detection (Per FDOT District 3 Specifications)/EA	22,500.00	1	22,500.00
NEMA/SOP 10/8 Phase/TS-1 (Per FDOT District 3 Specifications)/EA	22,000.00	1	22,000.00
NEMA/4 Phase/TS-1 (Per FDOT District 3 Specifications)/EA	12,000.00	1	12,000.00

<b>RESPONSE MAINTENANCE</b>	<b>Unit Price</b>	<b>Est. Qty.</b>	<b>Ext.</b>
<b>684-1-A Managed Field Ethernet Switch:</b>			
684-1-1 = (Managed Ethernet Switch, F&I)/EA	3,131.00	5	15,655.00
684-1-3= (Managed Ethernet Switch, Install Only)/EA	250.00	5	1,250.00
<b>Miscellaneous Managed Field Ethernet Switch:</b>			
ITS Express ITS 8040 12 Port/Layer2 Hardened Ethernet Switch/EA	1,600.00	5	8,000.00
ITS Express ITS VC-1000 Twisted-Pair Converter(FSK)/EA	725.00	5	3,625.00
Siemens Rugged VDSL, RS930L, 6 Port Ethernet Switch/EA	2,260.00	5	11,300.00
<b>684-6-AB Wireless Communication Device:</b>			
684-6-11 = W.C.D., F&I, Ethernet Access Point/EA	3,500.00	1	3,500.00
684-6-12 = W.C.D., F&I, Ethernet Subscriber Uni/EA	3,000.00	1	3,000.00
684-6-13 = W.C.D., F&I, Ethernet Serial Data Uni/EA	1,500.00	1	1,500.00
684-6-30 = W.C.D., F&I, Install/EA	1,200.00	1	1,200.00
<b>Miscellaneous Wireless Communication Device:</b>			
Encom Wireless, Compak IP Serial/Ethernet Bridge/EA	1,500.00	1	1,500.00
Encom Wireless E-Lite 300Mbps Unit, (Complete)/EA	3,200.00	1	3,200.00
<b>685-1-AB Uninterruptible Power Supply:</b>			
685-1-13 = Uninterruptible Power Supply, F&I, w/Cabinet/EA	7,612.00	1	7,612.00
685-1-14 = Uninterruptible Power Supply, F&I, O/D w/Cabinet/EA	9,000.00	1	9,000.00
<b>Miscellaneous Uninterruptible Power Supply:</b>			
Myers Power Product UPS, MP2000, 1500w Inverter/EA	1,500.00	1	1,500.00
TCS UPS Piggy-Back Cabinet/EA	6,775.00	1	6,775.00
TCS Generator Transfer Switch/EA	800.00	1	800.00
<b>700-5-AB Internally Illuminated Sign</b>			
700-5-21 = IIS, Overhead Mount, Up to 12 Sq Ft/EA	2,565.00	5	12,825.00
700-5-22 = IIS, Overhead Mount, 12-18 Sq Ft/EA	3,800.00	5	19,000.00
<b>700-11-ABC Electronic Display Sign</b>			
700-11-161=(E.D.S. Grd/Mt. AC/Powered w/S.F.B. & Beacons/AS	9,500.00	4	38,000.00
700-11-261=(E.D.S. Grd/Mt. Solar/Powered w/S.F.B.& Beacons/AS	10,500.00	4	42,000.00
<b>700-12-AB Sign Beacon:</b>			
700-12-11 = (Sign Beacon AC Power 1 Beacon)/AS	2,250.00	2	4,500.00
700-12-12 = (Sign Beacon AC Power 2 Beacons)/AS	3,345.00	2	6,690.00
700-12-21 = (Sign Beacon Solar Power 1 Beacon)/AS	5,145.00	2	10,290.00
700-12-22 = (Sign Beacon Solar Power 2 Beacons)/AS	5,520.00	2	11,040.00
<b>Miscellaneous E.D.S. / Sign Beacon Items:</b>			
PB-5100 12' Aluminum Pole/EA	200.00	5	1,000.00
PB-5100 15' Aluminum Pole/EA	225.00	5	1,125.00
PB-5100 18' Aluminum Pole/EA	300.00	5	1,500.00
PB-5306 Anchor Bolts/EA	15.00	100	1,500.00
PB-5335 Square Aluminum Base with Aluminum Door/EA	255.00	25	6,375.00
PB-5325 Collar Assembly for Square Base/EA	200.00	25	5,000.00

<b>RESPONSE MAINTENANCE</b>	<b>Unit Price</b>	<b>Est. Qty.</b>	<b>Ext.</b>
SE-1100 4.5' OD Post Mounting Kit/EA	45.00	25	1,125.00
SE-1002 Flasher Cabinet Assembly with Police Type One Lock/EA	505.00	5	2,525.00
SE-0513 Tri-Stud Adapters/EA	45.00	25	1,125.00
SH-0206 U-Bolt Sign Assembly Kit/EA	30.00	25	750.00
Carmanah R247 Series 24-Hour Flashing Warning Beacon/AS	3,700.00	1	3,700.00
Carmanah R820 Series Crosswalk Beacon/AS	3,800.00	1	3,800.00
Carmanah R829 Series/Sch Zone Bcn/w/Calendar-Based Software/AS	5,264.00	1	5,264.00
Naztec Series 100/365 Day Programmable/EA	400.00	1	400.00
RTC AP21/365 Day Programmable/EA	660.00	10	6,600.00
ELTEC/NTC-17E/365 Day Programmable/EA	500.00	1	500.00
AP22/Time Switch/EA	800.00	1	800.00
CPR2102G/Pager Programmable Time Switch/EA	1,400.00	1	1,400.00
RTC, AP22/365 Day Programmable/EA	800.00	1	800.00
RU2 FAST Systems, RU2 Fast 18" Display Sign, Solar/EA	11,500.00	1	11,500.00
RU2 FAST Systems, RU2 Fast 18" Display Sign, 120v/EA	11,500.00	1	11,500.00
IDC 1520 Speed Check 15" Series, Data Collection, Scheduler and SLOW DOWN Options, Solar Display Board/EA	11,000.00	1	11,000.00
IDC 1820 Speed Check 18" Series, Data Collection, Scheduler and SLOW DOWN Options, Solar Display Board/EA	11,000.00	1	11,000.00
IDC LED Panel 15" Digits w/SLOW DOWN	785.00	1	785.00
IDC Polycarbonate Window 15" Digit w/SLOW DOWN	180.00	1	180.00
IDC 15" (30" x 42" ) Diamond Grade Florescent Yellow/Green	485.00	1	485.00
HR LLC Approach-Only Radar Unit	1,225.00	1	1,225.00
ASC Solar Charge Controller (8 amp)	170.00	1	170.00
IDC Devise/Manager, Controller Board, Programmable wireless	615.00	1	615.00
MorningStar/SunSaver Solar Charge Controller (10 amp )	615.00	1	615.00
55 Watt, Solar Power Panel Kit Complete for Speed Check Displays/EA	1,650.00	1	1,650.00
Solar Panel Racking/EA	250.00	1	250.00
Solar Pole-Mounted Battery Box/EA	525.00	1	525.00
<b>Emergency Generator Power Hook-Up:</b>			
(Inc Pre-Assembled Harness/Gasket/Clamp/Splice/Per FDOT D-3 Spec)/AS	500.00	1	500.00
<b>Miscellaneous Signalization Equipment:</b>			
Peek Double Diamond NEMA/TS-1/CMU/EA	1,300.00	1	1,300.00
Peek ELRA Conflict Monitor (Used)/EA	400.00	1	400.00
Load Switch/EA	37.00	200	7,400.00
Flash Transfer Relay/EA	62.00	25	1,550.00
Surge Arrestor (Closed Loop Communication Line)/EA	100.00	1	100.00
Controller/Peek VideoTrak Plus/EA	5,000.00	1	5,000.00

<b>RESPONSE MAINTENANCE</b>	<b>Unit Price</b>	<b>Est. Qty.</b>	<b>Ext.</b>
Camera/Peek VPK351-B VideoTrak/EA	2,500.00	1	2,500.00
Video System/Peek Uni Trak Detector Card (TS-1)/EA	4,925.00	1	4,925.00
Solar System/12V Sealed Battery 55 amp/EA	311.00	10	3,110.00
Solar System/12V Sealed Battery 105 amp/EA	345.00	10	3,450.00
Power Supply/Peek NEMA PS 100/EA	665.00	1	665.00
Cabinet Fan/EA	30.00	10	300.00
Police Manual Control Button/EA	50.00	1	50.00
Pedestrian Isolator Board (TCS Cabinet)/EA	600.00	1	600.00
Pedestrian Isolator Board (Peek NEMA Cabinet)/EA	300.00	10	3,000.00
¼" Nail-In Anchor/EA	1.00	200	200.00
Blacktop Patch/EA	8.00	50	400.00
#12 Fork Terminals/EA	0.40	1000	400.00
Tie Wraps/EA	0.50	1000	500.00
#6 THHN Wire/LF	1.00	100	100.00
SEOW or "SO" 10-3, AWG Copper Cable/LF	1.00	500	500.00
Hand Hole Cover (Mast Arm)/EA	45.00	10	450.00
Foundation (Controller Cabinet)/EA	500.00	5	2,500.00
Concrete Pad/EA	300.00	5	1,500.00
24"x48" Concrete Base w/Ground Rod/EA	800.00	10	8,000.00
Anchor Bolts/EA	15.00	100	1,500.00
EDI, PS 200 Shelf/Power Supply/EA	665.00	5	3,325.00
EDI, TS-2 Type 1, Bus Interface Unit Card/EA	455.00	10	4,550.00
<b>TOTAL</b>			<b>2,155,020.75</b>
Performance & Payment Bond, if required per task (not to be included in evaluation for "Low Bid")	Per \$1,000.00		15.00

(TO BE FILLED IN)

**CONTRACTOR REQUIREMENTS**

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No.   1                        Date   8/23/16                        Addendum No.                                 Date             
Addendum No.   2                        Date   8/24/16                        Addendum No.                                 Date

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

OFFICE OF PURCHASING

213 PALAFOX PLACE, 2<sup>nd</sup> Floor  
P.O. BOX 1591  
PENSACOLA, FL 32591-1591  
TELEPHONE (850)595-4980  
(SUNCOM) 695-4980  
TELEFAX (850)595-4805

<http://www.myscambia.com/business/solicitations>



CLAUDIA SIMMONS  
Purchasing Manager

August 23, 2016

To: All Known Prospective Bidders

**ADDENDUM NUMBER 1:**

Re: Traffic Signal Response Maintenance  
Specification Number: PD 15-16.088

Bidders:

We recently sent you an Invitation to Bid on the above mentioned specification.

This Addendum #1 provides for:

1. A correction to the title page. The solicitation as originally posted had the title PD 15-16.089, Street and Navigation Lighting Maintenance and Repair. The attached document replaces that document.
2. Special Terms and Conditions, Item 3, Performance and Payment Bonds – It is not anticipated that Performance and Payment Bonds will be required. It is anticipated that Item 6, Liquidated Damages/Charges for Non-Performance will be used in lieu of Performance and Payment Bonds.

This Addendum Number 1 is furnished to all known prospective Bidders. Please sign and return one copy of this Addendum, with original signature, with your proposal as an acknowledgement of your having received same. You may photo copy for your record.

Sincerely,

Paul Nobles, CPPO, CPPB, FCCM, FCN  
Senior Purchasing Coordinator

SIGNED: \_\_\_\_\_

COMPANY: Ingram Signalization, Inc.

PRN

**AGREEMENT RELATING TO**  
**TRAFFIC SIGNAL CONSTRUCTION PD15-16.090**

This Agreement is made and entered into by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and Ingram Signalization, Inc., a company authorized to do business in the State of Florida (hereinafter referred to as "Contractor"), FEI/EIN Number 59-0879719, whose principal address is 4522 North Davis Highway, Pensacola, Florida 32503 (each at times being referred to as "party" or "parties").

**WITNESSETH:**

**WHEREAS**, on August 8, 2016, the County issued an Invitation to Bid relating to traffic signal construction services throughout Escambia County (PD 15-16.090); and

**WHEREAS**, the Contractor was the most responsive and responsible bidder proposing to provide such services; and

**WHEREAS**, the County desires to enter into an agreement with the Contractor for the provision of traffic signal construction services as specified herein.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. **Recitals.** The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Term.** This Agreement shall commence upon execution by both parties and continue for a term of twelve (12) months. Upon mutual agreement of the parties, the contract may be renewed for two additional twelve (12) month periods, up to a maximum of thirty-six (36) months. In no event shall the term of this agreement exceed the duration of three (3) years from the date of commencement.
3. **Scope of Services.** Contractor agrees to perform in accordance with the Scope of Services outlined in Escambia County's Invitation to Bidders for Traffic Signal Construction, Specification No. P.D. 15-16.090, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.
4. **Compensation.** In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor in accordance with the Bid Form, provided as part of the Contractor's Proposal, attached hereto as **Exhibit B**.

5. Purchase Orders. The County shall assign tasks to the Contractor in writing utilizing work orders relating to a blanket purchase order or by individual purchase order. The task(s) to be accomplished shall be described in detail. No minimum quantity of work is guaranteed during the term of this agreement, and only those tasks assigned pursuant to a work order may be compensated.

6. Method of Billing. Payment may be requested by Contractor on a monthly basis by the submission of a properly executed original invoice reflecting the amount due and owing with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Clerk of the Circuit Court  
Attention: Accounts Payable  
221 Palafox Place  
Pensacola, FL 32502

The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice. All payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

7. Termination. The County may terminate the Agreement immediately for cause or for convenience upon providing thirty (30) days' prior written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days' prior written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services performed through the date of termination but Contractor shall not be entitled to any other recovery against County, including, but not limited to, damages or any anticipated profit on portions of work not performed.

8. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or

exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9. Insurance. The Contractor is required to carry the following insurance:

- (a) Commercial General Liability, Form CG1, with \$1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.
- (b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
- (c) Florida statutory Workers' Compensation.

It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days' advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Escambia County Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

10. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

11. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing

and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

Ingram Signalization, Inc.  
Attention: William Wilson  
4522 North Davis Highway  
Pensacola, Florida 32503

Escambia County  
Attention: County Administrator  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502

With copy to:  
Transportation and Traffic Division  
Attention: Program Director  
3363 West Park Place  
Pensacola, FL 32505

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days' prior notice of the address change.

12 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

13. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. 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**

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements related to the performance of this Agreement including but not limited to those dealing with taxation, worker's compensation, equal employment and safety.

16. Permits, Licenses and Taxes. All permits and licenses necessary for the prosecution of the work shall be procured and paid for by Contractor. If Contractor performs any work without obtaining, or contrary to, any such permits or licenses necessary for the prosecution of the work, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the work. Contractor shall pay all sales, consumer, use and other similar taxes associated with the work or portions thereof, which are applicable during the performance of the work.

17. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

18. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

19. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature:

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

By: [Signature]  
Grover C. Robinson, W, Chairman

Date: 9-22-2016

BCC Approved: 09-23-2016

ATTEST: PAM CHILDERS  
Clerk of the Circuit Court

By: Kimberly McCord



**CONTRACTOR:  
INGRAM SIGNALIZATION, INC.**

BY: [Signature]  
William D. Wilson, Vice President

ATTEST:  
  
By: [Signature]  
Corporate Secretary

Date: 9-15-2016

Audrey Faragher  
Witness

Donna King  
Witness



Approved as to form and legal sufficiency.

By/Title: [Signature]  
Date: 9/23/16

## TRAFFIC SIGNAL CONSTRUCTION (PD15-16.090)

### PART 1 – GENERAL

#### 1.1 RELATED DOCUMENTS

Unless otherwise specified by the Program Director, Transportation and Traffic Operations Division, or designee, or in other sections of this specification, all work shall conform to the applicable requirements in the following documents:

- a) Florida Department of Transportation (FDOT), *Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System*, latest edition.
- b) FDOT, *Standard Specifications for Road and Bridge Construction*, latest edition.
- c) FDOT, *Minimum Specifications for Traffic Control Signals and Devices*, latest edition.
- d) United States Department of Transportation (USDOT), Federal Highway Administration, *Manual on Uniform Traffic Control Devices for Streets and Highways*, latest edition.
- e) *National Electric Code*, including latest edition.

#### 1.2 DESCRIPTION OF WORK

The work under this section involves the installation and modification of traffic signal equipment. Work will be initiated through the issuance of work orders which will identify a specific scope and location.

### PART 2 - PRODUCTS

#### 2.1 CONTRACTOR-FURNISHED PARTS AND EQUIPMENT

- a) The CONTRACTOR shall furnish all transportation, plant, labor, materials, safety signs, supplies, equipment, and other facilities necessary to complete the work described in this specification.
- b) The requirements and procedure described in Sections 603-2, 603-3, 603-5, 603-6, 603-7, and 603-8 of the FDOT *Standard Specifications for Road and Bridge Construction*, latest edition, shall apply.

#### 2.2 COUNTY-FURNISHED EQUIPMENT INSTALLED BY CONTRACTOR

Where the plans or work order includes installation of County-furnished equipment, the COUNTY will provide such equipment to the CONTRACTOR when the construction progress allows or as designated in the plans or work order. The COUNTY will bear the costs of correcting any defects in the equipment stored prior to CONTRACTOR'S start date that was found by the CONTRACTOR. The CONTRACTOR will maintain the equipment in proper operational condition while in their possession at no cost to the COUNTY until either final acceptance or the equipment is returned to the COUNTY.



### **2.3 REMOVED PARTS AND EQUIPMENT**

- a) Equipment that is removed and deemed by the COUNTY as suitable for reuse shall be delivered to the COUNTY as indicated on the construction plans or work order or placed into the CONTRACTOR'S inventory of County-furnished equipment. Such equipment shall be labeled as COUNTY property with the location from which it was removed.
- b) Parts and equipment that are removed and not suitable for reuse, but have salvage value, shall be delivered to the Road Department facility, 601 North Hwy 297A, Cantonment.
- c) Parts and equipment that are removed and are not suitable for reuse and without salvage value shall be properly disposed by the CONTRACTOR at his expense.

## **PART 3 - EXECUTION**

### **3.1 QUALIFICATIONS**

- a) The CONTRACTOR shall have a sufficient amount of prior satisfactory experience in the construction of all traffic signal components including, but not limited to, advanced traffic management systems (ATMS), closed-loop systems and video detection systems.
- b) All persons operating and maintaining signal equipment shall be fully trained and qualified. The CONTRACTOR shall have all work performed under the direct, on-site, supervision of a person certified at the Level II Traffic Signal Technician level, or higher, by the International Municipal Signal Association (I.M.S.A.). The CONTRACTOR shall furnish a copy of the certificate issued by the I.M.S.A. for each technician to the Contract Manager before execution of the contract.

### **3.2 OPERATIONS**

- a) The CONTRACTOR, at their own expense, shall replace the sidewalk slabs, driveway slabs, and any other item, if they are damaged by construction activity. If already damaged prior to arrival, the cost of such replacement may be charged to the COUNTY under the time and material rates. The CONTRACTOR shall have a digital camera with date stamp and flash to document the state of the site prior to work performed and after work is performed.
- b) All public land corners and monuments encountered shall be protected by the CONTRACTOR. Corners and monuments which conflict with the work and in danger of disturbance shall be properly referenced by a Florida registered surveyor prior to beginning work at the site.
- c) The CONTRACTOR shall assume all costs associated with restoration of corners and monuments.
- d) The CONTRACTOR shall coordinate and perform service transfers and adjustments with Gulf Power Company.
- e) The CONTRACTOR shall remove all surplus materials from the right-of-way within 24 hours.
- f) The CONTRACTOR warrants his workmanship for one (1) year following conditional acceptance of the work.
- g) The CONTRACTOR agrees to correct any defect in workmanship within ten (10) business days of receipt of notice from the Contract Manager.

### **3.3 REPORTS**

- a) The CONTRACTOR shall test each new ground rod and ground rod assembly in accordance with FDOT standards. Record test results and certify accuracy on a Traffic Signal Resistance Data Sheet. Furnish the original certified data sheet to the Contract Manager.
- b) The CONTRACTOR shall test each new loop assembly in accordance with FDOT standards. Record test results and certify accuracy on a Traffic Signal Resistance Data Sheet. Furnish the original certified data sheet to the Contract Manager.

### **3.4 COMPLETION TIME**

The CONTRACTOR shall complete work according to the schedule specified in the work order. Typically, completion time will be specified according to the schedule provided below.

- a) Construct school zone flashing beacon assembly (pedestal-mount) and/or solar assembly: Complete within 60 days.
- b) Construct new multi-phase traffic signal: Order equipment from vendors within ten (10) business days from work order issue date. Complete installation within 30 days upon receipt of all equipment from vendors.
- c) Install signal head and/or cable to create a left-turn phase: Complete within 30 days.
- d) Install new controller assembly: Order equipment from vendor within five (5) business days from work order issue date. Complete installation within 30 days upon receipt from vendor.
- e) Install pedestrian detector station (with or without signals): Complete within 30 days.
- f) Install new loop assembly: Complete within ten (10) business days.

### **CHARGES FOR NON-PERFORMANCE (Per Occurrence)**

Failure to comply with FDOT Maintenance of Traffic Standards      \$1000

### **3.5 INSPECTION AND ACCEPTANCE OF WORK**

Acceptance procedures described in Sections 611-2, 611-3, and 611-4 of the FDOT *Standard Specifications for Road and Bridge Construction*, latest edition, shall apply unless otherwise specified in the work order.

## **ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS**

**The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.**

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

**NOTE:** Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

**Bid Information** See Home Page URL: <http://www.myescambia.com>  
Click on ON-LINE SOLICITATIONS

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
  - 5.01 **Taxes**
  - 5.02 **Discounts**
  - 5.03 **Mistakes**
  - 5.04 **Condition and Packaging**
  - 5.05 **Safety Standards**
  - 5.06 **Invoicing and Payment**
  - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers' Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
  - 9.01 **County Procedure on Acceptance of Gifts**
  - 9.02 **Contractors Required to Disclose any Gift Giving**
  - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**
23. **Distribution of Certification of Contract**

**ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS**  
**The following General Terms and Conditions are incorporated by reference (continued).**

24. **The Successful Bidder(s) must Provide**
25. **Addition/deletion of Items**
26. **Ordering Instructions**
27. **Public Records**
28. **Delivery**
29. **Samples**
30. **Additional Quantities**
31. **Service and Warranty**
32. **Default**
33. **Equal Employment Opportunity**
34. **Florida Preference**
35. **Contractor Personnel**
36. **Award**
37. **Uniform Commercial Code**
38. **Contractual Agreement**
39. **Payment Terms/Discounts**
40. **Improper Invoice; Resolution of Disputes**
41. **Public Entity Crimes**
42. **Suspended and Debarred Vendors**
43. **Drug-Free Workplace Form**
44. **Information Sheet for Transactions and Conveyances**
45. **Copies**
46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations,  
URL:<http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html>
47. **Execution of Contract**
48. **Purchase Order**
49. **No Contingent Fees**
50. **Solicitation Expenses**
51. **On-Line Auction Services**

## **SPECIAL TERMS AND CONDITIONS**

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

### **Instructions to Offerors**

#### **1. General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

**Specification Number PD 15-16.090, TRAFFIC SIGNAL CONSTRUCTION, Name of Submitting Firm, Time and Date due.**  
**Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and TRAFFIC SIGNAL CONSTRUCTION.**

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

#### **Conduct of Participants**

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

#### **Definitions**

***Blackout period*** means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

***Lobbying*** means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

## **Sanctions**

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

### **“Scope of Work” Summary:**

The work under this section involves the installation and modification of traffic signal equipment. Work will be initiated through the issuance of work orders which will identify a specific scope and location.

## **2. Bid Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **\$1,000.00**.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and award form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via county warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

## **3. Bonds**

### **Performance and Payment Bonds**

The County may require the successful offeror(s) to furnish **separate performance and payment bonds**, 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, Wednesday, August 17, 2016.

Responses will be provided on or before Friday, August 19, 2016.

5. **Bid Forms**

This Solicitation contains a Solicitation, Offer and Bid Form which shall be submitted in a sealed envelope 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. **Liquidated Damages/Charges for Non-Performance**

**(Per Occurrence):**

Failure to Transmit Maintenance Record Within Three (3) Business Days	\$1,000
Failure to Respond to Trouble Call Within Specified Time	\$1,000
Failure to Complete Repair Within Specified Time	\$1,000
Failure to Comply with FDOT Maintenance of Traffic Standards	\$1,000

7. **Safety Regulations**

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

8. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

9. **Payment**

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

10. **Warranty**

The awarded vendor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of one (1) year from date of delivery/acceptance by Escambia County.

Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the awarded vendor shall repair or replace same at no cost to the County, immediately upon written notice from the Purchasing Manager.

11. **Debris**

Awarded vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

12. **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.

13. **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.

14. **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.

15. **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.

16. **Contract Term/Renewal/Termination**

A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County

Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

- B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.
- C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.
- D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

17. **Ordering**

The County will issue release (purchase) orders against the contract on an as needed basis for the supplies or services listed on the bid form.

18. **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.

19. **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.

20. **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.)

21. **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.

22. **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.

**SOLICITATION OFFER AND BID FORM**

**ESCAMBIA COUNTY FLORIDA**

**SUBMIT OFFERS TO:**

Paul Nobles, CPPO, CPPB, FCN, FCGM  
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: (860) 595-4805

Invitation to Bid

**TRAFFIC SIGNAL CONSTRUCTION**

**SOLICITATION NUMBER: PD 15-16.090**

**SOLICITATION**

MAILING DATE: Monday, August 8, 2016

PRE-BID CONFERENCE: N/A

OFFERS WILL BE RECEIVED UNTIL: 2:00 p.m., CDT, Friday, August 26, 2016 and may not be withdrawn within 90 days after such date and time.

**POSTING OF SOLICITATION TABULATIONS**

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

**OFFER (SHALL BE COMPLETED BY OFFEROR)**

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:  
59-0879719

TERMS OF PAYMENT:  
30 days

DELIVERY DATE WILL BE 30 DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME: Ingram Signalization, Inc.

REASON FOR NO OFFER:

ADDRESS: 4522 North Davis Hwy.

CITY, ST. & ZIP: Pensacola, FL 32503

PHONE NO.: ( 850 ) 433-8268

EMAIL: DWilson@guilf.net

BID BOND ATTACHED S

I certify that this offer is made without prior understanding, agreement, or connection with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action in any now or hereafter arising under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County renders final payment to the offeror.

William D. Wilson / Vice-President  
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPE 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**

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for TRAFFIC SIGNAL CONSTRUCTION PD 15-16.090, as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, Ingram Signalization, Inc. hereby propose to provide at the following price:  
Company

FDOT BOE Pay Item No.	Furnish and Install Rates:	Unit	Unit Price	Est. Qty.	Extension
630-2-11	Conduit - Open Trench	LF	6.00	100	600.00
630-2-12	Conduit - Directional Bore	LF	11.00	500	5,500.00
630-2-14	Conduit - Aboveground	LF	7.00	300	2,100.00
630-2-15	Conduit - Bridge Mount	LF	15.00	400	6,000.00
630-2-20	Conduit - Jack & Bore Under R/R	LF	20.00	400	8,000.00
632-7-1	Cable, Signal - New or Reconstructed	PI	5,000.00	5	25,000.00
632-7-2	Cable, Signal - Repair/Replace	LF	5.00	500	2,500.00
632-7-4	Cable, Signal - Adjust	PI	400.00	2	800.00

Addendum #2



FDOT BOR Pay Item No.	Furnish and Install Rates:	Unit	Unit Price	Est. Qty.	Extension
832-7-8	Cable, Signal - Remove Intersection	PI	1,000.00	8	8,000.00
833-1-111	Cable, Fiber Optic - Overhead - Multi Mode, 2-12 Fibers	LF	2.00	500	1,000.00
833-1-112	Cable, Fiber Optic - Overhead - Multi Mode, 13-48 Fibers	LF	2.35	500	1,175.00
833-1-113	Cable, Fiber Optic - Overhead - Multi Mode, 49-88 Fibers	LF	3.25	500	1,625.00
833-1-114	Cable, Fiber Optic - Overhead - Multi Mode, 89-144 Fibers	LF	6.50	500	3,250.00
833-1-121	Cable, Fiber Optic - Underground - Multi Mode, 2-12 Fibers	LF	2.00	500	1,000.00
833-1-122	Cable, Fiber Optic - Underground - Multi Mode, 13-48 Fibers	LF	2.35	500	1,175.00
833-1-123	Cable, Fiber Optic - Underground - Multi Mode, 49-88 Fibers	LF	3.25	500	1,625.00
833-1-124	Cable, Fiber Optic - Underground - Multi Mode, 89-144 Fibers	LF	4.00	500	2,000.00
833-1-410	Cable, Fiber Optic - Overhead, Relocate	LF	3.00	500	1,500.00
833-1-420	Cable, Fiber Optic - Underground, Relocate	LF	3.00	500	1,500.00
833-2-31	Fiber Optic Connection - Splice	EA	48.00	5	225.00
833-2-32	Fiber Optic Connection - Termination	EA	48.00	5	225.00
833-3-11	Fiber Optic Connection Hardware, Splice Enclosure	EA	580.00	5	2,900.00
833-3-12	Fiber Optic Connection Hardware, Splice Tray	EA	150.00	5	750.00
833-3-13	Fiber Optic Connection Hardware, Pre-terminated Connector Assembly	EA	300.00	5	1,500.00
833-3-14	Fiber Optic Connection Hardware, Buffer Tube Fan Out Kit	EA	155.00	5	775.00
833-3-15	Fiber Optic Connection Hardware, Pre-terminated Patch Panel	EA	515.00	5	2,575.00
833-3-16	Fiber Optic Connection Hardware, Pre-terminated Patch Panel - Field Terminated	EA	600.00	5	3,000.00
833-3-17	Fiber Optic Connection Hardware, Connector Panel	EA	500.00	5	2,500.00
833-3-41	Fiber Optic Connection Hardware, Relocate Splice Enclosure	EA	300.00	5	1,500.00
833-3-42	Fiber Optic Connection Hardware, Relocate Splice Tray	EA	200.00	5	1,000.00
833-4-1	Cable Twisted Pair	LF	3.15	500	1,575.00
833-4-4	Cable Twisted Pair - Relocate	LF	5.00	500	2,500.00
834-4-151	Span Wire Assembly - Two Wire, Perpendicular	PI	1,500.00	1	1,500.00
834-4-152	Span Wire Assembly - Two Wire, Diagonal	PI	1,500.00	1	1,500.00
834-4-153	Span Wire Assembly - Two Wire, Box	PI	3,500.00	1	3,500.00
834-4-154	Span Wire Assembly - Two Wire, Other	PI	1,500.00	1	1,500.00
834-5-1	Fiberglass Insulator	LF	10.00	50	500.00
835-2-11	Pull and Splice Box - 13" x 24"	EA	550.00	20	11,000.00
835-2-12	Pull and Splice Box - 24" x 35"	EA	1,500.00	1	1,500.00
835-2-13	Pull and Splice Box - 30" x 60" Rectangular Or 36" Round	EA	3,000.00	1	3,000.00
835-3-12	Junction Box - Mounted	EA	225.00	1	225.00
839-1-112	Electrical Power Service - Overhead - Meter Base - Purchased by Contractor	AS	1,500.00	5	7,500.00
839-1-122	Electrical Power Service - Underground - Meter Base - Purchased by Contractor	AS	1,500.00	5	7,500.00
839-2-1	Electrical Service Wire	LF	2.00	500	1,000.00

FOOT BOE Pay Item No.	Furnish and Install Rates:	Unit	Unit Price	Est. Qty.	Extension
638-3-11	Electrical Service Disconnect - Pole	EA	268.00	5	1,328.00
638-3-12	Electrical Service Disconnect - Cabinet	EA	268.00	5	1,328.00
639-3-60	Electrical Service Disconnect, Remove - Pole or Cabinet to Remain	EA	60.00	5	250.00
639-4-3	Emergency Generator - Portable - FOOT Punched	EA	1,000.00	1	1,000.00
639-4-6	Emergency Generator - Portable-Monitor and Refuel	HR	10.00	40	400.00
641-1	Strain Pole Guying, Concrete	EA	300.00	1	300.00
641-2-11	Pre-stressed Concrete Pole, Type P-I Pedestal	EA	750.00	20	15,000.00
641-2-12	Pre-stressed Concrete Pole, Type P-II Service Pole	EA	750.00	5	3,750.00
641-2-13	Pre-stressed Concrete Pole, Type P-III	EA	3,750.00	5	18,750.00
641-2-14	Pre-stressed Concrete Pole, Type P-IV	EA	5,632.00	5	28,160.00
641-2-15	Pre-stressed Concrete Pole, Type P-V	EA	6,032.00	5	30,280.00
641-2-16	Pre-stressed Concrete Pole, Type P-VI	EA	6,800.00	5	34,000.00
641-2-17	Pre-stressed Concrete Pole, Type P-VII	EA	7,570.00	5	37,850.00
641-2-18	Pre-stressed Concrete Pole, Type P-VIII	EA	7,800.00	5	39,000.00
641-2-19	Pre-stressed Concrete Pole, Custom Design	EA	8,300.00	1	8,300.00
641-2-20	Pre-stressed Concrete Pole, Install	EA	3,500.00	1	3,500.00
641-2-60	Pre-stressed Concrete Pole, Complete Pole Removal, Pedestal/Service Pole	EA	200.00	1	200.00
641-2-70	Pre-stressed Concrete Pole, Shallow Pole Removal	EA	2,600.00	1	2,600.00
641-2-80	Pre-stressed Concrete Pole, Complete Pole Removal	EA	3,500.00	1	3,500.00
643-125	Strain Pole, Wood, 25'	EA	550.00	1	550.00
643-130	Strain Pole, Wood, 30'	EA	625.00	1	625.00
643-140	Strain Pole, Wood, 40'	EA	780.00	1	780.00
643-145	Strain Pole, Wood, 45'	EA	1,000.00	1	1,000.00
643-150	Strain Pole, Wood, 50'	EA	1,200.00	1	1,200.00
648-1-11	Aluminum Signal Pole, Pedestal	EA	500.00	1	500.00
648-1-12	Aluminum Signal Pole, Pedestals Detector Post	EA	350.00	1	350.00
649-1-10	Steel Strain Pole, Pedestal	EA	600.00	20	12,000.00
649-1-11	Steel Strain Pole, Type PS-IV	EA	10,500.00	5	52,500.00
649-1-12	Steel Strain Pole, Type PS-V	EA	12,500.00	5	62,500.00
649-1-13	Steel Strain Pole, Type PS-VI	EA	14,300.00	5	71,500.00
649-1-14	Steel Strain Pole, Type PS-VII	EA	15,500.00	5	77,500.00
649-1-15	Steel Strain Pole, Type PS-VIII	EA	16,500.00	5	82,500.00
649-1-16	Steel Strain Pole, Type PS-IX	EA	20,500.00	5	102,500.00
649-31-101	Steel Mast Arm Assembly, (36')	EA	20,000.00	1	20,000.00
649-31-102	Steel Mast Arm Assembly, (40')	EA	22,000.00	1	22,000.00
649-31-103	Steel Mast Arm Assembly, (50')	EA	26,400.00	1	26,400.00
649-31-104	Steel Mast Arm Assembly, (70.5')	EA	32,000.00	1	32,000.00
649-31-105	Steel Mast Arm Assembly, (76')	EA	32,200.00	1	32,200.00
649-31-106	Steel Mast Arm Assembly, (36' w/Luminaire)	EA	23,885.00	1	23,885.00
649-31-107	Steel Mast Arm Assembly, (40' w/Luminaire)	EA	27,270.00	1	27,270.00
649-31-108	Steel Mast Arm Assembly, (50' w/Luminaire)	EA	33,284.00	1	33,284.00
649-31-109	Steel Mast Arm Assembly, (70.5' w/Luminaire)	EA	35,500.00	1	35,500.00
649-31-110	Steel Mast Arm Assembly, (36'-38')	EA	27,500.00	1	27,500.00
649-31-111	Steel Mast Arm Assembly, (38'-46')	EA	30,000.00	1	30,000.00
649-31-112	Steel Mast Arm Assembly, (38'-60')	EA	37,000.00	1	37,000.00

FDOT BCE Pay Item No.	Furnish and Install Rates	Unit	Unit Price	Est. Qty.	Extension
849-S1-113	Steel Mast Arm Assembly, (38'-70.5')	EA	39,600.00	1	39,600.00
849-S1-114	Steel Mast Arm Assembly, (46'-46')	EA	35,600.00	1	35,600.00
849-S1-115	Steel Mast Arm Assembly, (46'-60')	EA	38,900.00	1	38,900.00
849-S1-116	Steel Mast Arm Assembly, (46'-70.5')	EA	40,700.00	1	40,700.00
849-S1-117	Steel Mast Arm Assembly, (60'-60')	EA	41,600.00	1	41,600.00
849-S1-118	Steel Mast Arm Assembly, (60'-70.5')	EA	43,200.00	1	43,200.00
849-S1-119	Steel Mast Arm Assembly, (70.5'-70.5')	EA	45,600.00	1	45,600.00
849-S3-300	Mast Arm, Remove Shadow Foundation, Bolt on Attachment	EA	1,600.00	1	1,600.00
849-S3-600	Mast Arm, Remove Deep/Complete Foundation, Bolt on Attachment	EA	3,600.00	1	3,600.00
850-1-11	Traffic Signal -- 1 Section, 1 Way, Aluminum	AS	660.00	6	3,960.00
850-1-24	Traffic Signal -- 3 Section, 1 Way, Polycarbonate, W/Aluminum Top	AS	760.00	30	22,800.00
850-1-28	Traffic Signal -- 4 Section, 1 Way, Polycarbonate, W/Aluminum Top	AS	635.00	8	4,176.00
850-1-29	Traffic Signal -- 6 Section, 1 Way, Polycarbonate, W/Aluminum Top (Cluster)	AS	1,200.00	20	24,000.00
850-1-34	Traffic Signal -- 8 Section, 1 Way, Polycarbonate	AS	780.00	10	7,800.00
850-1-36	Traffic Signal -- 4 Section, 1 Way, Polycarbonate	AS	650.00	10	6,500.00
850-1-38	Traffic Signal -- 8 Section, 1 Way, Polycarbonate (Straight)	AS	1,100.00	10	11,000.00
850-1-44	Traffic Signal -- 3 Section, 1 Way, Programmable	AS	4,550.00	1	4,550.00
850-1-60	Traffic Signal, Remove	AS	60.00	10	600.00
853-1-11	Pedestrian Signal -- LED, 1 Way, Countdown-Standard	EA	600.00	25	15,000.00
853-1-12	Pedestrian Signal -- LED, 2 Way, Countdown-Standard	EA	1,200.00	15	18,000.00
853-1-40	Pedestrian Signal, Relocate	EA	325.00	15	4,875.00
853-1-80	Pedestrian Signal, Remove Pedestrian Signal Pole/Pedestal to Remain	EA	60.00	12	720.00
854-1-20	In Roadway Light Assembly, Solar Powered, Complete	AS	30,000.00	10	300,000.00
854-2-21	Rectangular Rapid Flashing Beacon, Solar Powered Complete Single Direction	AS	5,660.00	10	56,600.00
854-2-22	Rectangular Rapid Flashing Beacon, Solar Powered Complete Back to Back	AS	5,775.00	10	57,750.00
860-1-101	Loop Detector -- Inductive, Type 1, 1 Channel, Relay Output, Shelf Mounted	EA	160.00	10	1,600.00
860-1-102	Loop Detector -- Inductive, Type 2, 1 Channel, Relay Output, Shelf Mounted, Delay	EA	200.00	10	2,000.00
860-1-103	Loop Detector -- Inductive, Type 3, 1 Channel, Solid State, Shelf Mounted	EA	160.00	10	1,600.00
860-1-104	Loop Detector -- Inductive, Type 4, 1 Channel, Solid State, Shelf Mounted, Delay	EA	200.00	10	2,000.00
860-1-105	Loop Detector -- Inductive, Type 6, 2 Channel, Solid State, Shelf Mounted	EA	315.00	10	3,150.00
860-1-106	Loop Detector -- Inductive, Type 6, 2 Channel, Solid State, Shelf Mounted, Delay	EA	315.00	10	3,150.00
860-1-107	Loop Detector -- Inductive, Type 7, 4 Channel, Solid State, Shelf Mounted	EA	650.00	6	3,250.00
860-1-108	Loop Detector -- Inductive, Type 8, 4 Channel, Solid State, Shelf Mounted, Delay	EA	650.00	6	3,250.00

PDOT BOE Pay Item No.	Furnish and Install Detail	Unit	Unit Price	Est. Qty.	Extension
660-1-109	Loop Detector - Inductive, Type 8, 2 Channel, Solid State, Rack Mounted	EA	175.00	5	875.00
660-1-110	Loop Detector - Inductive, Type 10, 2 Channel, Solid State, Rack Mounted, Delay	EA	215.00	6	1,075.00
660-1-111	Loop Detector - Inductive, Type 11, 4 Channel, Solid State, Rack Mounted	EA	335.00	5	1,675.00
660-1-112	Loop Detector - Inductive, Type 12, 4 Channel, Solid State, Rack Mounted, Delay	EA	455.00	5	2,275.00
660-2-101	Loop Assembly - Type A - (8'x6')	AS	600.00	25	15,000.00
660-2-102	Loop Assembly - Type B - (8'x6')	AS	650.00	25	16,250.00
660-2-109	Loop Assembly - Type F - (8'x6')	AS	1,000.00	25	25,000.00
660-4-11	Vehicle Detection System-Video Cabinet Equipment	EA	17,000.00	1	17,000.00
660-4-12	Vehicle Detection System-Video Above Ground Equipment	EA	8,000.00	1	8,000.00
660-4-41	Vehicle Detection System-Video - Relocate Cabinet Equipment	EA	1,000.000	1	1,000.00
660-4-42	Vehicle Detection System-Video - Relocate Above Ground Equipment	EA	200.00	1	200.00
660-4-51	Vehicle Detection System-Video - Adjust/Modify Cabinet Equipment	EA	450.00	1	450.00
665-1-11	Pedestrian Detector - Standard	EA	150.00	10	1,500.00
665-1-12	Pedestrian Detector - Accessible	EA	1,615.00	10	16,150.00
665-1-60	Pedestrian Detector - Remove Pole/Pedestal to Remain	EA	200.00	10	2,000.00
670-4-1	Intersection Control Box/Con Complete	AS	1,500.00	1	1,500.00
670-5-111	Traffic Controller Assembly, NEMA, One Pre-emption Plan	AS	21,700.00	5	108,500.00
670-5-112	Traffic Controller Assembly, NEMA, Two Pre-emption Plans	AS	22,200.00	1	22,200.00
670-5-151	Traffic Controller Assembly, ATC, One Pre-emption Plan	AS	22,500.00	5	112,500.00
670-5-152	Traffic Controller Assembly, ATC, Two Pre-emption Plans	AS	22,500.00	1	22,500.00
670-5-400	Traffic Controller Assembly, Modify	AS	400.00	1	400.00
670-5-500	Traffic Controller Assembly, Relocate Controller w/ Cabinet	AS	2,500.00	1	2,500.00
670-5-600	Traffic Controller Assembly, Remove Controller w/ Cabinet	AS	155.00	1	155.00
671-2-11	Traffic Controller Without Cabinet - In Existing Cabinet, NEMA	EA	4,750.00	10	47,500.00
671-2-30	Traffic Controller, Install	EA	675.00	5	3,375.00
671-2-40	Traffic Controller, Modify	EA	325.00	1	325.00
671-2-50	Traffic Controller, Relocate - Without Cabinet	EA	400.00	1	400.00
671-2-60	Traffic Controller, Remove - Cabinet to Remain	EA	100.00	5	500.00
678-2-300	ITS Cabinet, Install	EA	700.00	2	1,400.00
678-2-600	ITS Cabinet, Remove	EA	155.00	2	310.00
682-1-119	ITS CCTV Camera, Dome PTZ Enclosure - Pressurized, IP, HD	EA	5,535.00	2	11,070.00
682-1-300	ITS CCTV Camera, Install	EA	350.00	2	700.00
682-1-400	ITS CCTV Camera, Relocate	EA	550.00	2	1,100.00
684-1-1	Managed Field Ethernet Switch, F81	EA	2,500.00	5	12,500.00
684-1-9	Managed Field Ethernet Switch, Install	EA	500.00	5	2,500.00

PDOT BOE Pay Item No.	Furnish and Install Rates:	Unit	Unit Price	Est. Qty.	Extension
684-3-11	Digital Video Encoder, w/ Software Encoder, Hardened Encoder	EA	3,500.00	5	17,500.00
684-3-31	Digital Video Encoder, w/ Software Encoder, Install, Hardened Encoder	EA	500.00	5	2,500.00
684-6-1	Media Converter	EA	3,700.00	5	18,700.00
684-6-3	Media Converter, Install	EA	800.00	5	4,000.00
684-6-11	Wireless Communication Device, Ethernet Access Point	EA	3,500.00	5	17,500.00
684-6-12	Wireless Communication Device, Ethernet Subscriber Unit	EA	4,000.00	5	20,000.00
684-6-13	Wireless Communication Device, Serial Data Unit	EA	1,800.00	5	9,000.00
685-1-13	Uninterruptible Power Supply, Line Interactive w/ Cabinet	EA	7,745.00	5	38,725.00
685-1-14	Uninterruptible Power Supply, Online/Double Conversion w/ Cabinet	EA	11,000.00	5	55,000.00
700-5-21	Internally Illuminated Sign, Overhead Mount, Up to 12 Sq Ft	EA	2,595.00	5	12,925.00
700-5-22	Internally Illuminated Sign, Overhead Mount, 12-18 Sq Ft	EA	3,020.00	5	15,100.00
700-11-161	Electronic Display Sign, Grd/HL, AC/Powered w/S.F.B. & Flashing Beacon	AS	2,500.00	5	12,500.00
700-11-261	Electronic Display Sign, Grd/HL, Solar/Powered w/S.F.B. & Flashing Beacon	AS	2,600.00	5	13,000.00
700-12-11	Sign Beacon, Ground Mount - AC Powered, One Beacon	AS	3,500.00	10	35,000.00
700-12-12	Sign Beacon, Ground Mount - AC Powered, Two Beacon	AS	3,800.00	10	38,000.00
700-12-21	Sign Beacon, Ground Mount - Solar Powered, One Beacon	AS	4,700.00	10	47,000.00
700-12-22	Sign Beacon, Ground Mount - Solar Powered, Two Beacon	AS	5,100.00	10	51,000.00
			<b>TOTAL</b>	\$	<b>2,907,789.00</b>

**NOTES**

1. All Bid Rates are furnished and installed unless otherwise noted.
2. Estimated quantities are used to establish unit prices bids and will be used for cost comparison to determine the low bidder and contract award. The COUNTY does not guarantee any maximum or minimum quantity, any range of quantities, or the exact quantities shown for each item to be bid. The actual reimbursement to the CONTRACTOR will be based on the unit price of the actual amount of work authorized, completed, and approved by the COUNTY.
3. The COUNTY shall award the Contract to the lowest responsive and responsible bidder as determined by the COUNTY; provided, however, the COUNTY reserves the right to award the Contract to a bidder who is not the lowest responsive and responsible bidder if the COUNTY determines in its reasonable discretion that another bid offers COUNTY a better value based upon the reliability, quality of service, or product of such other bidder. In the event COUNTY awards the Contract to a bidder other than the lowest responsive and responsible bidder, the COUNTY shall state the basis upon which the award is being made.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

OFFICE OF PURCHASING

213 PALAFOX PLACE, 2<sup>nd</sup> Floor  
P.O. BOX 1591

PENSACOLA, FL 32591-1591

TELEPHONE (850)595-4980

(SUNCOM) 695-4980

TELEFAX (850)595-4805

<http://www.myescambia.com/business/solicitations>



CLAUDIA SIMMONS  
Purchasing Manager

August 23, 2016

To: All Known Prospective Bidders

**ADDENDUM NUMBER 1:**

Re: Traffic Signal Construction  
Specification Number: PD 15-16.090

Bidders:

We recently sent you an Invitation to Bid on the above mentioned specification.

This Addendum #1 provides for:

1. Special Terms and Conditions, Item 3, Performance and Payment Bonds – It is not anticipated that Performance and Payment Bonds will be required. It is anticipated that Item 6, Liquidated Damages/Charges for Non-Performance will be used in lieu of Performance and Payment Bonds.

2. Clarifications

**Pay Item – 630-2-11 – Open Trench**

What is the size of the conduits that is to be installed? 2"

How many conduits to be installed? *Varies*

**Pay Item – 630-2-12 – Directional Bore**

What is the size of the conduits that is to be installed? 2"

How many conduits to be installed? *Varies*

**Pay Item – 630-2-14 - Aboveground**

What is the size of the conduits that is to be installed? 2"

How many conduits to be installed? *Varies*

What type of conduit is to be installed? (PVC or Galvanized Rigid)? *Galvanized Rigid*

**Pay Item – 630-2-15 – Bridge Mount**

What is the size of the conduits that is to be installed? 2"

How many conduits to be installed? *Varies*

What type of conduit is to be installed? (PVC, Galvanized Rigid, or Fiberglass)?

*Galvanized Rigid*

**Pay Item – 630-2-15 – Jack & Bore Under R/R**

What is the size of the conduits that is to be installed? Standard 6" Sleeve  
How many conduits to be installed? 1

**Pay Items – 633-1-111 through 633-1-124.**

Please clarify which is correct. Multi-mode fiber optic cable or Single mode fiber optic cable? Single mode fiber optic cable

**Pay Items – 635-2-11, 635-2-12, 635-2-13**

Does the county require concrete collars around pull boxes? Yes, unless in sidewalk, all pull boxes installed per FDOT DS Index 17700

**Pay Item – 639-2-1**

What size of service wire shall be assumed for this estimate? AWG #6

**Pay Item – 639-4-3**

What size of generator is the county requiring to be furnished? 7000 Watt +/-

**Pay Items - 700-12-21 & 700-12-22**

What size solar panel? Typical 21"x 33"

What size battery? Varies 55 amp hour and 105 amp hour

What size pole? 4.5 " OD and some 3"

Is the base a pedestal base or slip base? Both

Are all of the beacons YELLOW? Majority "Yellow" some "Red" stop beacons

Is the solar panel top of pole mount or side of pole mount? Varies majority side mount some "Carmanah" Top

This Addendum Number 1 is furnished to all known prospective Bidders. Please sign and return one copy of this Addendum, with original signature, with your proposal as an acknowledgement of your having received same. You may photo copy for your record.

Sincerely,



Paul Nobles, CPPO, CPPB, FCCM, FCN  
Senior Purchasing Coordinator

SIGNED: \_\_\_\_\_

COMPANY: Ingram Signalization, Inc.

PRN

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

OFFICE OF PURCHASING

213 PALAFOX PLACE, 2<sup>nd</sup> Floor

P.O. BOX 1591

PENSACOLA, FL 32591-1591

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TELEFAX (850)595-4805

<http://www.myescambia.com/business/solicitations>



CLAUDIA SIMMONS  
Purchasing Manager

August 25, 2016

To: All Known Prospective Bidders

**ADDENDUM NUMBER 2:**

Re: Traffic Signal Construction  
Specification Number: PD 15-16.090

Bidders:

We recently sent you an Invitation to Bid on the above mentioned specification.

This Addendum #2 provides for:

1. Revised Bid Form – Quantities have change in the following items.

632-7-1, Cable, Signal - New or Reconstructed

632-7-6, Cable, Signal – Remove Intersection

See attached revised bid form page #1.

This Addendum Number 2 is furnished to all known prospective Bidders. Please sign and return one copy of this Addendum, with original signature, with your proposal as an acknowledgement of your having received same. You may photo copy for your record.

Sincerely,

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

Paul Nobles, CPPO, CPPB, FCCM, FCN  
Senior Purchasing Coordinator

SIGNED: \_\_\_\_\_

COMPANY: Ingram Signalization, Inc.

PRN

**SOLICITATION OFFER AND BID FORM**

**ESCAMBIA COUNTY FLORIDA**

**SUBMIT OFFERS TO:**

**Paul Nobles, CPPO, CPPB, FCN, FCCM  
Senior Purchasing Coordinator  
Office of Purchasing, 2nd Floor, Room 11.101  
213 Palafox Place, Pensacola, FL 32502  
Post Office Box 1591, Pensacola, FL 32591-1591  
Phone No: (850)595-4980 Fax No: (850) 595-4805**

**Invitation to Bid**

**TRAFFIC SIGNAL CONSTRUCTION**

**SOLICITATION NUMBER: PD 15-16.090**

**SOLICITATION**

**MAILING DATE: Monday, August 8, 2016**

**PRE-BID CONFERENCE: N/A**

**OFFERS WILL BE RECEIVED UNTIL: 2:00 p.m., CDT, Friday, August 26, 2016 and may not be withdrawn within 90 days after such date and time.**

**POSTING OF SOLICITATION TABULATIONS**

**Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.**

**OFFER (SHALL BE COMPLETED BY OFFEROR)**

**FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:**

**TERMS OF PAYMENT:**

**DELIVERY DATE WILL BE \_\_\_\_\_ DAYS AFTER RECEIPT OF PURCHASE ORDER.**

**REASON FOR NO OFFER:**

**VENDOR NAME: \_\_\_\_\_**

**ADDRESS: \_\_\_\_\_**

**CITY, ST. & ZIP: \_\_\_\_\_**

**PHONE NO.: (\_\_\_\_) \_\_\_\_\_**

**BID BOND ATTACHED \$ \_\_\_\_\_**

**EMAIL: \_\_\_\_\_**

**I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for prior fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignments shall be made and become effective at the time the County tenders final payment to the offeror.**

**NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER  
(TYPED OR PRINTED)**

**SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER  
(MANUAL)**

**\*\*Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

**BID FORM**

**In accordance with your "Invitation for Bids" and "Instructions to Bidders" for TRAFFIC SIGNAL CONSTRUCTION PD 15-16.090, as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, \_\_\_\_\_ hereby propose to provide at the following price:**

**Company**

<b>FDOT BOE Pay Item No.</b>	<b>Furnish and Install Rates:</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Est. Qty.</b>	<b>Extension</b>
630-2-11	Conduit – Open Trench	LF		100	
630-2-12	Conduit – Directional Bore	LF		500	
630-2-14	Conduit - Aboveground	LF		300	
630-2-15	Conduit - Bridge Mount	LF		400	
630-2-20	Conduit – Jack & Bore Under R/R	LF		400	
632-7-1	Cable, Signal - New or Reconstructed	PI		5	
632-7-2	Cable, Signal - Repair/Replace	LF		500	
632-7-4	Cable, Signal - Adjust	PI		2	

<b>FDOT BOE Pay Item No.</b>	<b>Furnish and Install Rates:</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Est. Qty.</b>	<b>Extension</b>
632-7-6	Cable, Signal – Remove Intersection	PI		5	
633-1-111	Cable, Fiber Optic – Overhead -Multi Mode, 2-12 Fibers	LF		500	
633-1-112	Cable, Fiber Optic – Overhead -Multi Mode, 13-48 Fibers	LF		500	
633-1-113	Cable, Fiber Optic – Overhead -Multi Mode, 49-96 Fibers	LF		500	
633-1-114	Cable, Fiber Optic – Overhead -Multi Mode, 97-144 Fibers	LF		500	
633-1-121	Cable, Fiber Optic –Underground - Multi Mode, 2-12 Fibers	LF		500	
633-1-122	Cable, Fiber Optic –Underground - Multi Mode, 13- 48 Fibers	LF		500	
633-1-123	Cable, Fiber Optic –Underground - Multi Mode, 49- 96 Fibers	LF		500	
633-1-124	Cable, Fiber Optic –Underground - Multi Mode, 97- 144 Fibers	LF		500	
633-1-410	Cable, Fiber Optic – Overhead, Relocate	LF		500	
633-1-420	Cable, Fiber Optic –Underground, Relocate	LF		500	
633-2-31	Fiber Optic Connection–Splice	EA		5	
633-2-32	Fiber Optic Connection–Termination	EA		5	
633-3-11	Fiber Optic Connection Hardware, Splice Enclosure	EA		5	
633-3-12	Fiber Optic Connection Hardware, Splice Tray	EA		5	
633-3-13	Fiber Optic Connection Hardware, Pre-terminated Connector Assembly	EA		5	
633-3-14	Fiber Optic Connection Hardware, Buffer Tube Fan Out Kit	EA		5	
633-3-15	Fiber Optic Connection Hardware, Pre-terminated Patch Panel	EA		5	
633-3-16	Fiber Optic Connection Hardware, Pre-terminated Patch Panel – Field Terminated	EA		5	
633-3-17	Fiber Optic Connection Hardware, Connector Panel	EA		5	
633-3-41	Fiber Optic Connection Hardware, Relocate Splice Enclosure	EA		5	
633-3-42	Fiber Optic Connection Hardware, Relocate Splice Tray	EA		5	
633-4-1	Cable Twisted Pair	LF		500	
633-4-4	Cable Twisted Pair- Relocate	LF		500	
634-4-151	Span Wire Assembly – Two Wire, Perpendicular	PI		1	
634-4-152	Span Wire Assembly – Two Wire, Diagonal	PI		1	
634-4-153	Span Wire Assembly – Two Wire, Box	PI		1	
634-4-154	Span Wire Assembly – Two Wire, Other	PI		1	
634-5-1	Fiberglass Insulator	LF		50	
635-2-11	Pull and Splice Box – 13" x 24"	EA		20	
635-2-12	Pull and Splice Box – 24" x 36"	EA		1	
635-2-13	Pull and Splice Box – 30" x 60" Rectangular Or 36" Round	EA		1	
635-3-12	Junction Box-Mounted	EA		1	
639-1-112	Electrical Power Service – Overhead-Meter Base - Purchased by Contractor	AS		5	
639-1-122	Electrical Power Service – Underground-Meter Base - Purchased by Contractor	AS		5	
639-2-1	Electrical Service Wire	LF		500	

**AGREEMENT RELATING TO STREET AND NAVIGATION  
LIGHTING MAINTENANCE AND REPAIR PD15-16.089**

This Agreement is made and entered into by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and Ingram Signalization, Inc., a company authorized to do business in the State of Florida (hereinafter referred to as "Contractor"), FEI/EIN Number 59-0879719, whose principal address is 4522 North Davis Highway, Pensacola, Florida 32503 (each at times being referred to as "party" or "parties").

**WITNESSETH:**

**WHEREAS**, on August 8, 2016, the County issued an Invitation to Bid relating to street and navigation lighting maintenance and repair services throughout Escambia County (PD 15-16.089); and

**WHEREAS**, the Contractor was the most responsive and responsible bidder proposing to provide such services; and

**WHEREAS**, the County desires to enter into an agreement with the Contractor for the provision of street and navigation lighting maintenance and repair services as specified herein.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. **Recitals**. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Term**. This Agreement shall commence upon execution by both parties and continue for a term of twelve (12) months. Upon mutual agreement of the parties, the contract may be renewed for two additional twelve (12) month periods, up to a maximum of thirty-six (36) months. In no event shall the term of this agreement exceed the duration of three (3) years from the date of commencement.
3. **Scope of Services**. Contractor agrees to perform in accordance with the Scope of Services outlined in Escambia County's Invitation to Bidders for Street and Navigation Lighting Maintenance and Repair Services, Specification No. P.D. 15-16.089, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor in accordance with the Bid Form, provided as part of the Contractor's Proposal, attached hereto as **Exhibit B**.

5. Purchase Orders. The County shall assign tasks to the Contractor in writing utilizing work orders relating to a blanket purchase order or by individual purchase order. The task(s) to be accomplished shall be described in detail. No minimum quantity of work is guaranteed during the term of this agreement, and only those tasks assigned pursuant to a work order may be compensated.

6. Method of Billing. Payment may be requested by Contractor on a monthly basis by the submission of a properly executed original invoice reflecting the amount due and owing with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Clerk of the Circuit Court  
Attention: Accounts Payable  
221 Palafox Place  
Pensacola, FL 32502

The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice. All payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

7. Termination. The County may terminate the Agreement immediately for cause or for convenience upon providing thirty (30) days' prior written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days' prior written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services performed through the date of termination but Contractor shall not be entitled to any other recovery against County, including, but not limited to, damages or any anticipated profit on portions of work not performed.

8. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties

understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9. Insurance. The Contractor is required to carry the following insurance:

- (a) Commercial General Liability, Form CG1, with \$1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.
- (b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
- (c) Florida statutory Workers' Compensation.

It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days' advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Escambia County Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

10. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation,

other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

11. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

Ingram Signalization, Inc.  
Attention: William Wilson  
4522 North Davis Highway  
Pensacola, Florida 32503

Escambia County  
Attention: County Administrator  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502

With copy to:  
Transportation and Traffic Division  
Attention: Program Director  
3363 West Park Place  
Pensacola, FL 32505

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days' prior notice of the address change.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

13. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. 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**

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements related to the performance of this Agreement including but not limited to those dealing with taxation, worker's compensation, equal employment and safety.

16. Permits, Licenses and Taxes. All permits and licenses necessary for the prosecution of the work shall be procured and paid for by Contractor. If Contractor performs any work without obtaining, or contrary to, any such permits or licenses necessary for the prosecution of the work, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the work. Contractor shall pay all sales, consumer, use and other similar taxes associated with the work or portions thereof, which are applicable during the performance of the work.

17. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

18. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed

against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

19. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature:

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

By: *G. C. Robinson, IV*  
Grover C. Robinson, IV, Chairman

Date: 9-22-2016

BCC Approved: 09-22-2016

ATTEST: PAM CHILDERS  
Clerk of the Circuit Court

By: *Kimberly McCord*



**CONTRACTOR:  
INGRAM SIGNALIZATION, INC.**

BY: *William D. Wilson*  
William D. Wilson, Vice President

ATTEST:

By: *[Signature]*  
Corporate Secretary

Date: 9-15-2016

(SEAL)

*Audrey Falague*  
Witness

*Danna McCoy*  
Witness

Approved as to form and legal sufficiency

By/Title: *[Signature]*  
Date: 9/20/16

## MAINTENANCE OF STREET AND NAVIGATION LIGHTS (PD15-16.089)

### 1. DEFINITIONS:

For the purpose of this Agreement, the following terms shall be defined as follows:

**1.1 ADMINISTRATOR.**

Whenever the term ADMINISTRATOR is used herein, it is intended to mean the County Administrator of Escambia County, or his designee. The ADMINISTRATOR is the administrative head of all departments and divisions of the County Government. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the ADMINISTRATOR or his designee.

**1.2 BOARD OF COUNTY COMMISSIONERS.**

The Board of County Commissioners of Escambia County, Florida, which is the governing body of the Escambia County Government.

**1.3 CONTRACTOR.**

The CONTRACTOR selected to perform the services pursuant to this Agreement.

**1.4 COUNTY.**

Escambia County, a political subdivision of the State of Florida.

**1.5 PROGRAM DIRECTOR.**

The PROGRAM DIRECTOR of the Transportation and Traffic Operations Division, or designee.

**1.6 MAINTENANCE.**

Work involving inspection, adjustment, repair, and replacement of street lights, navigation lights and vertical clearance gauge lights.

**1.7 STREET LIGHT.**

An electric power-operated device by which the surface of streets, roads, and bridges are lighted. Appurtenances such as poles, luminaries, conduit, and photo-electric cells are considered to be part of street lights for purpose of this contract.

**1.8 NAVIGATION LIGHT.**

Electric power-operated devices by which marine traffic is warned and guided. Appurtenances such as stanchions, conduit, and photo-electric cells are considered part of a navigation light for the purpose of this contract.

**1.9 VERTICAL CLEARANCE GAUGE LIGHT.**

An electric powered spotlight that illuminates a vertical clearance gauge for marine vessels proceeding under a bridge. Appurtenances such as support arms, conduit, and photo-electric cells are considered part of a vertical clearance gauge light for the purpose of this contract.

### 2. SCOPE OF WORK:



The scope of work under this contract involves the preventive and response maintenance of street and navigation lights throughout Escambia County. A list of the lights to be maintained is presented below. The street lights on Bob Sikes Bridge are designated for bi-monthly inspection. The navigation lights on Bob Sikes Bridge are designated for monthly inspection. All the other street light maintenance/repair will be based on service calls. The number of lights to be maintained will vary as light locations are added and deleted during the term of this contract. The PROGRAM DIRECTOR will notify the CONTRACTOR, in writing, of lights to be added to and deleted from the maintenance list.

### **3. CONTRACTOR:**

#### **3.1 The CONTRACTOR shall perform the following SCOPE OF WORK:**

- 3.1.1** Furnish all transportation, plant, labor, materials, signs, supplies, equipment, and other facilities necessary or proper for, or incidental to, the work contemplated by this contract as required by, and in strict accordance with, the applicable plans, specifications and addenda prepared by the PROGRAM DIRECTOR and/or required by, and in strict accordance with, such changes as are ordered and approved pursuant to this contract, and shall perform all other obligations imposed by the contract. The COUNTY will not be responsible for furnishing any equipment or material to the CONTRACTOR. However, the COUNTY may choose to furnish specific parts and equipment to the CONTRACTOR. If parts and/or equipment are furnished, the CONTRACTOR may be required to sign a receipt for the equipment and safeguard the equipment until it is installed.
- 3.1.2** Provide 24-hour service for the repair of navigation lights. After-hours servicing of navigation lights will be coordinated with the Escambia County Sheriffs' Office and Escambia County Road Department. The CONTRACTOR will provide and maintain a telephone number where he, or his designee, can be reached on a 24-hour basis during the term of this contract. In the event the CONTRACTOR may anticipate in advance that he will be unavailable for any period of time, at such number, he shall so notify the PROGRAM DIRECTOR. If the CONTRACTOR will be available at any other number not on file with the COUNTY, the CONTRACTOR shall so notify the PROGRAM DIRECTOR, it being the intent of the parties that the CONTRACTOR shall, to the extent practicable, take all reasonable steps to assure his availability for services on an emergency basis.
- 3.1.3** The CONTRACTOR has a sufficient amount of prior satisfactory electrical experience to perform all of the work specified in this contract.
- 3.1.4** Persons installing, operating and maintaining such equipment be fully trained and qualified and the CONTRACTOR shall have all work performed under the direct supervision of an electrician licensed by Escambia County or the State of Florida.
- 3.1.5** Workers shall present a reasonable appearance and conduct themselves in a courteous manner. Any technician that uses profane or abusive language either verbal or bodily, or that interferes with the work of a county or state inspector or disobeys the instructions of the PROGRAM DIRECTOR shall be immediately and permanently discharged from work on this contract.

- 3.1.6** Keep, in stock, a sufficient number of spare luminaries, navigation beacons lenses, lamps, etc., to permit uninterrupted operation of street and navigation lights. Parts and equipment shall be on hand and readily available to the CONTRACTOR to comply with the performance standards and to adequately ensure the public safety.
- 3.1.7** Store, safeguard and maintain a written inventory of spare equipment, which is owned by the COUNTY. The PROGRAM DIRECTOR may retrieve any County-owned equipment from the CONTRACTOR at any time during normal business hours. The PROGRAM DIRECTOR may request a copy of the current inventory list from the CONTRACTOR at any time and the CONTRACTOR shall produce the list within two working days. At the end of the contract, the PROGRAM DIRECTOR may retrieve County-owned equipment from the CONTRACTOR or relinquish any such equipment to the CONTRACTOR.
- 3.1.8** Comply with Florida Department of Transportation (FDOT) work site safety and maintenance of traffic standards. Reference documents include:
- a) FDOT, Standard Specifications for Road and Bridge Construction, Section 10 (latest edition).
  - b) United States Department of Transportation, Federal Highway Administration, Manual on Uniform Traffic Control Devices for Streets and Highways (ANSI D6.1e-1989), Part VI (latest edition).
  - c) Where excavations occur in sidewalks or other pedestrian ways, the CONTRACTOR shall provide a safe and orderly pedestrian passage over or around the excavation area. The pedestrian passage shall not subject pedestrians to hazards from traffic or construction operations, nor cause the pedestrians to walk upon unsuitable or hazardous surfaces.
  - d) At the end of each workday, and at all other times when construction operations are suspended, all equipment, materials, and other obstructions, shall be removed from the portion of the right-of-way normally open to traffic.
  - e) The CONTRACTOR shall assume all costs associated with the purchase or lease of materials and equipment needed to comply with safety standards, including arrow displays.
- 3.1.9** Coordinate with Gulf Power Company any and all transfers and adjustments of electrical service. The COUNTY shall pay fees charged by Gulf Power.
- 3.1.10** Replace, at the CONTRACTOR'S expense, sidewalk slabs, driveway slabs, and any other items, if they are damaged by maintenance activity. If damaged prior to arrival on-site, the cost of such replacement, if approved by the COUNTY, may be charged to the COUNTY under time and material rates. The CONTRACTOR shall have a digital camera with date stamp and flash to document the state of the site prior to work being performed and after work is performed. These photos shall be electronically submitted with the invoice.
- 3.1.11** The CONTRACTOR shall protect all public land corners and monuments, which may be encountered during maintenance. Corners and monuments in conflict with work and in danger of being destroyed, damaged, or covered, shall be properly referenced by a Florida Registered Land Surveyor prior to

beginning work at that site. The CONTRACTOR shall retain the Land Surveyor to reference and restore, upon completion of the work, all such corners and monuments. The CONTRACTOR shall assume all costs associated with the restoration of such corners and monuments.

**3.2 BASE RATE SERVICES shall include the following:**

**3.2.1 PREVENTIVE MAINTENANCE SERVICES**

The CONTRACTOR shall establish and perform a monthly/bi-monthly (once every 2 months) preventive maintenance schedule for all items provided herein. Monthly service shall be performed for each navigation and vertical clearance gauge light, and a bi-monthly preventive maintenance service for the streetlights on the Bob Sikes Bridge. CONTRACTOR shall develop a preventive maintenance checklist, which includes, at a minimum, all of the issues and items listed below. The maintenance schedule related to all items on the Bob Sikes Bridge shall be coordinated with the Bob Sikes Toll Facility Program Manager.

The checklist shall be approved by the PROGRAM DIRECTOR. An electrician, employed by the CONTRACTOR, shall complete a checklist for each light during each monthly/bi-monthly preventive maintenance service. The electrician who performs the service shall sign the checklist certifying that all specified work was completed. The checklist shall be forwarded electronically to the PROGRAM DIRECTOR with each monthly invoice. Toll fees associated with this work shall be incorporated in the base rate.

**3.2.2 LOCATE LIGHTING EQUIPMENT**

The CONTRACTOR shall perform utility locates for lights and appurtenances whenever reasonably requested by the PROGRAM DIRECTOR, utility companies, other CONTRACTORS, and the FDOT.

**3.2.3 ADJUSTMENTS AND MINOR REPAIRS**

The CONTRACTOR shall perform the adjustments and minor repairs listed below as part of the Base Rate Services, if they are performed during preventive maintenance services.

- a) Adjustments to sensors.
- b) All inspections, repairs, replacements, and adjustments, which use equipment/parts with a unit value of less than ten dollars (\$10.00).

**3.3 REPAIR RATES shall include the following:**

**3.3.1 SERVICE CALLS**

Responses to service calls and subsequent repairs, which may be necessary, shall be charged according to the Contractor's Rate Schedule. Parts and materials shall be charged only if repairs include material and parts with a value of at least ten dollars (\$10.00). Toll fees associated with this work shall be incorporated in the service truck rate.

**3.3.2 VANDALISM, STORM DAMAGE, AND VEHICLE COLLISIONS**

The CONTRACTOR shall repair all damage to lights as a result of vandalism, storm damage, and vehicle collisions. Such repairs shall be considered

service calls and shall be charged according to the hourly rates and parts/materials rate schedule.

#### **4. DOCUMENTATION:**

The CONTRACTOR shall produce the documentation described below to the PROGRAM DIRECTOR in an electronic format.

**4.1** The monthly preventive maintenance invoice shall be accompanied by the preventive maintenance checklist and responses to correspondence from the PROGRAM DIRECTOR.

**4.2** Service call invoices shall be accompanied by the following documentation:

**4.2.1** Work orders showing all labor hours, truck hours, parts, and materials used.

**4.2.2** Vendor invoices showing parts, materials, and/or equipment charged.

**4.2.3** All equipment, which is furnished by the COUNTY and installed by the CONTRACTOR, shall be identified as "County-furnished" on the work order.

#### **5. RECORDS AND PERFORMANCE STANDARDS:**

##### **5.1 RECORDS**

**5.1.1** Maintenance and inventory records created by the CONTRACTOR shall become joint property of the COUNTY. CONTRACTOR shall furnish an electronic copy of all records requested to and by the PROGRAM DIRECTOR.

**5.1.2** Maintenance Records: The CONTRACTOR shall keep orderly, accurate and up-to-date records of all work performed under this contract. Maintenance records shall include the following information:

- a) Maintenance record number;
- b) Type of malfunction reported, agency or person making notification, technician responding to notification, and problem found;
- c) Dates and times of notification, arrival at the site, and completion of repairs;
- d) Description of work performed, materials used, equipment used, and labor hours;
- e) Location and light identification number.

##### **5.2 PERFORMANCE STANDARDS:**

###### **5.2.1 RESPONSE TIMES**

The CONTRACTOR agrees to have a technician at the site of the work to be performed, according to the schedule below, after the receipt of maintenance request. If the CONTRACTOR is already performing maintenance work on another light covered by this contract, then the CONTRACTOR shall respond immediately upon completion of the work in progress. If the CONTRACTOR

fails to respond within the times specified in the schedule, in addition to the charges for non-performance set forth in the schedule, the COUNTY may exercise the right to have the work performed by another licensed electrical CONTRACTOR and charge back to the CONTRACTOR the cost so incurred, plus 10%.

**5.2.2 RESPONSE TIME SCHEDULE**

**a) NAVIGATION LIGHTS**

The CONTRACTOR agrees to have a technician at the site of the work to be performed within 90 minutes after receipt of notice from the PROGRAM DIRECTOR, Sheriff's Office, Florida Highway Patrol, Coast Guard, County staff, or call service, to correct malfunction or dark light.

**b) VERTICAL CLEARANCE GAUGE LIGHTS**

The CONTRACTOR agrees to have a technician at the site of the work to be performed within 90 minutes after receipt of notice from the PROGRAM DIRECTOR, Sheriff's Office, Florida Highway Patrol, Coast Guard, County staff, or call service, to correct malfunction or dark light.

**c) STREETLIGHTS**

The CONTRACTOR agrees to have a technician at the site of the work to be performed within forty-eight (48) hours after receipt of notice from the PROGRAM DIRECTOR or a call service, to correct malfunction or dark light.

**d) EMERGENCY**

When the PROGRAM DIRECTOR determines that an emergency or dangerous situation exists, the CONTRACTOR shall respond within 30 minutes of notification.

**e) RESPONSE**

When utility locates of lighting equipment are requested, the CONTRACTOR shall respond within forty-eight (48) hours.

**5.2.3 REPAIR TIMES**

The CONTRACTOR agrees to complete repairs, according to the schedule below, unless the PROGRAM DIRECTOR grants an extension of time:

Problem	Emergency (1)	Final (2)
Pole knockdown	90 minutes	30 days
Navigation light out	90 minutes	24 hours
Vertical clearance gauge light out	90 minutes	24 hours
Street light out	N/A	48 hours

(1) Emergency repairs - restore proper and safe operation or in case of major repairs needed, make area safe and schedule necessary repairs.

(2) Final repairs - restore to plan specifications.

**CHARGES FOR NON-PERFORMANCE (Per Occurrence):**

Failure to Transmit Maintenance Record Within Five (5) Business Days      \$1000

Failure to Respond to Trouble Call Within Specified Time	\$1000
Failure to Complete Repair Within Specified Time	\$1000
Failure to Comply with FDOT Maintenance of Traffic Standards	\$1000

#### **5.2.4 REFERENCE DOCUMENTS**

All materials and signal equipment furnished by the CONTRACTOR shall conform to the applicable requirements established by the following publications:

- a) Florida Department of Transportation, Standard Specifications for Road and Bridge Construction, latest edition.
- b) Florida Department of Transportation, Design Standards, latest edition.
- c) National Electric Code, including latest revisions.

#### **5.2.5 CERTIFICATION AND APPROVAL OF NEW EQUIPMENT**

The CONTRACTOR shall, if requested, provide verification that equipment meets the minimum specifications established by the FDOT prior to its use under this contract. Unless otherwise specified, all equipment and materials shall be new.

Tideland Signal Corporation Model No. ML-155 navigation beacons shall be used unless the PROGRAM DIRECTOR specifies other equipment.

#### **5.2.6 PULL BOXES**

The CONTRACTOR shall install or replace all pull boxes in accordance with current FDOT Minimum Standards and Specifications.

#### **5.2.7 NEW GROUNDING**

The CONTRACTOR shall test each ground rod and rod assembly in accordance with current FDOT Minimum Standards and Specifications.

#### **5.2.8 REMOVAL OF EQUIPMENT**

- (a) Equipment that is removed and deemed by the CONTRACTOR as suitable for reuse shall be delivered to the COUNTY as indicated on the construction plans or work order. Such equipment shall be labeled as COUNTY property with the location from which it is removed.
- (b) Parts and equipment that are removed and not suitable for reuse, but have salvage value, shall be delivered to the Road Department, 601 North Highway 297A, Cantonment.
- (c) Parts and equipment that are removed and are not suitable for reuse and without salvage value shall be properly disposed by the CONTRACTOR at his expense.

6. **WARRANTY:** The CONTRACTOR warrants his workmanship for one (1) year following installation of new materials and equipment. The CONTRACTOR also agrees to correct any defect in workmanship within the repair time standards established in this contract.

#### **7. APPLICABLE LAWS AND REGULATIONS:**

- 7.1 The CONTRACTOR shall conform to all applicable State, Federal and local laws, ordinances and regulations, including but not limited to the following:

- 7.1.1 Florida Workers' Compensation Statute 440, as amended.
- 7.1.2 Occupational Safety and Health Act, 29 CFR 1910, General Industry Standards.
- 7.1.3 Occupational Safety and Health Act, 29 CFR 1926, Construction Industry Standards, particularly with respect to Hazard Communications Standards and Trenching and Shoring Standards.
- 7.1.4 Florida Administrative Code, Rules 38F and 381.
- 7.1.5 Florida Department of Transportation, Standard Specifications for Road and Bridge Construction, Section 102, latest edition.

## **8. DETAIL OF PREVENTIVE MAINTENANCE SERVICES:**

### **8.1 NAVIGATION LIGHTS (MONTHLY INSPECTIONS AND SERVICES)**

#### **8.1.1 LAMPS AND LENSES**

Visually check for cleanliness, lamp outages, and broken lenses.

#### **8.1.2 PHOTO-ELECTRIC CELLS**

Visually and manually check for condition and operation.

#### **8.1.3 LIGHTS**

Inspect housing, brackets, hangers, and wiring.

#### **8.1.4 ELECTRIC SERVICE**

Inspect wires, conduit, grounding, disconnects, fuses, switches, breakers, panels, cabinets, and locks.

### **8.2 VERTICAL CLEARANCE GAUGE LIGHTS (MONTHLY INSPECTIONS AND SERVICES)**

#### **8.2.1 LAMPS AND LENSES**

Visually check for cleanliness, lamp outages, and broken lenses.

#### **8.2.2 PHOTO-ELECTRIC CELLS**

Visually and manually check for condition and operation.

#### **8.2.3 LIGHTS**

Inspect housing, brackets, hangers, and wiring.

#### **8.2.4 ELECTRIC SERVICE**

Inspect wires, conduit, grounding, disconnects, fuses, switches, breakers, panels, cabinets, and locks.

### **8.3 STREET LIGHTS (BI-MONTHLY INSPECTIONS AND SERVICES)**

#### **8.3.1 LUMINARIES**

Visually check for breakage and lamp outages.

#### **8.3.2 PHOTO-ELECTRIC CELLS**

Visually and manually check for condition and operation.

#### **8.3.3 POLES AND ARMS**

Inspect for rigidity and verticality. Inspect foundation, grounding, and base plates.

#### **8.3.4 ELECTRIC SERVICE**

Inspect wires, conduit, grounding, disconnects, fuses, switches, breakers, panels, cabinets, and locks.

### **9. STREET AND NAVIGATIONAL LIGHTS TO BE MAINTAINED:**

#### **9.1 STREET LIGHTS**

Barrancas Ave./Bayou Chico Bridge/  
From City Limits to West End – 27  
Bob Sikes Bridge – 40  
Creighton Rd./Hilburn Rd. – 3  
Creighton Rd./Plantation Rd. – 4  
Davis Hwy./Airport Blvd. – 4  
Davis Hwy./I-10 Interchange -  
Between Bloodworth Ln. and Northcross Ln. – 26  
Hwy. 29/Airport Blvd. – 4  
Hwy. 29/Brent Ln./Beverly Pkwy. – 4  
Hwy. 29/Burgess Rd. – 2  
Hwy. 29/Diamond Dairy Rd. – 2  
Hwy. 29/Industrial Blvd. – 3  
Hwy. 29/Pinestead Rd. – 2  
Hwy. 29/Stumpfield Rd./Marcus Pointe Blvd. – 3  
Hwy. 29/W St. – 3  
Lillian Hwy./From LaPaz St. to San Sebastian Cr. – 5  
Navy Blvd./Bayou Chico Bridge – 2  
Nine Mile Rd./Guidy Ln. – 3  
Olive Rd/Cody Ln. - 2  
Palafox Hwy./Airport Blvd. – 4  
University Pkwy. – 186

#### **9.2 NAVIGATIONAL LIGHTS**

Bob Sikes Bridge – 12  
Sunset Bridge – 12 (Proposed)

#### **9.3 VERTICAL CLEARANCE LIGHTS**

Bob Sikes Bridge – 2  
Sunset Bridge – 2 (Proposed)

#### **9.4 OVERHEAD SIGN LIGHTING**

Davis Hwy – 41

## **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 Equivalent**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
  - 9.01 **County Procedure on Acceptance of Gifts**
  - 9.02 **Contractors Required to Disclose any Gift Giving**
  - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**
23. **Distribution of Certification of Contract**

**ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS**  
**The following General Terms and Conditions are incorporated by reference (continued).**

24. **The Successful Bidder(s) must Provide**
25. **Addition/deletion of Items**
26. **Ordering Instructions**
27. **Public Records**
28. **Delivery**
29. **Samples**
30. **Additional Quantities**
31. **Service and Warranty**
32. **Default**
33. **Equal Employment Opportunity**
34. **Florida Preference**
35. **Contractor Personnel**
36. **Award**
37. **Uniform Commercial Code**
38. **Contractual Agreement**
39. **Payment Terms/Discounts**
40. **Improper Invoice; Resolution of Disputes**
41. **Public Entity Crimes**
42. **Suspended and Debarred Vendors**
43. **Drug-Free Workplace Form**
44. **Information Sheet for Transactions and Conveyances**
45. **Copies**
46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations,  
URL:<http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html>
47. **Execution of Contract**
48. **Purchase Order**
49. **No Contingent Fees**
50. **Solicitation Expenses**
51. **On-Line Auction Services**

## SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

### Instructions to Offerors

#### 1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

**Specification Number PD 15-16.089, STREET AND NAVIGATION LIGHTING MAINTENANCE AND REPAIR, 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 STREET AND NAVIGATION LIGHTING MAINTENANCE AND REPAIR.**

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

#### Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

#### Definitions

**Blackout period** means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

**Lobbying** means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

## **Sanctions**

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

### **“Scope of Work” Summary:**

The scope of work under this contract involves the preventive and response maintenance of street and- navigation lights throughout Escambia County. A list of the lights to be maintained is presented in Section 10. The street lights on Bob Sikes Bridge are designated for bi-monthly inspection. The navigation lights on Bob Sikes Bridge are designated for monthly inspection. All the other street light maintenance/repair will be based on service calls. The number of lights to be maintained will vary as light locations are added and deleted during the term of this contract. The PROGRAM DIRECTOR will notify the CONTRACTOR, in writing, of lights to be added to and deleted from the maintenance list.

## **2. Bid Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **\$1,000.00**.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and award form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via county warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

3. **Bonds**

**Performance and Payment Bonds**

The County may require the successful offeror(s) to furnish **separate performance and payment bonds**, 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, Wednesday, August 17, 2016.

Responses will be provided on or before Friday, August 19, 2016.

5. **Bid Forms**

This Solicitation contains a Solicitation, Offer and Bid Form which shall be submitted in a sealed envelope 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. **Liquidated Damages/Charges for Non-Performance**

**(Per Occurrence):**

Failure to Transmit Maintenance Record Within Three (3) Business Days	\$1,000
Failure to Respond to Trouble Call Within Specified Time	\$1,000
Failure to Complete Repair Within Specified Time	\$1,000
Failure to Comply with FDOT Maintenance of Traffic Standards	\$1,000

7. **Safety Regulations**

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

8. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

9. **Payment**

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

10. **Warranty**

The awarded vendor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of one (1) year from date of delivery/acceptance by Escambia County.

Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the awarded vendor shall repair or replace same at no cost to the County, immediately upon written notice from the Purchasing Manager.

11. **Debris**

Awarded vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

12. **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.

13. **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.

14. **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.

15. **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.

16. **Contract Term/Renewal/Termination**

A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.

C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

17. **Ordering**

The County will issue release (purchase) orders against the contract on an as needed basis for the supplies or services listed on the bid form.

18. **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.

19. **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.

20. **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.)

21. **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**

22. **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.

**SOLICITATION OFFER AND BID FORM**

**ESCAMBIA COUNTY FLORIDA**

**SUBMIT OFFERS TO:**

Paul Nobles, CPPO, CPPB, FCN, FCCM  
Senior Purchasing Coordinator  
Office of Purchasing, 2nd Floor, Room 11.101  
213 Palafox Place, Pensacola, FL 32502  
Post Office Box 1591, Pensacola, FL 32591-1591  
Phone No: (850)595-4980 Fax No: (850) 595-4805

Invitation to Bid

**STREET AND NAVIGATION LIGHTING  
MAINTENANCE AND REPAIR**

**SOLICITATION NUMBER: PD 15-16.089**

**SOLICITATION**

MAILING DATE: Monday, August 8, 2016

PRE-BID CONFERENCE: N/A

OFFERS WILL BE RECEIVED UNTIL: 2:00 p.m., CDT, Friday, August 26, 2016 and may not be withdrawn within 90 days after such date and time.

**POSTING OF SOLICITATION TABULATIONS**

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

**OFFER (SHALL BE COMPLETED BY OFFEROR)**

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:  
59-0879719  
DELIVERY DATE WILL BE 30 DAYS AFTER RECEIPT OF PURCHASE ORDER.  
VENDOR NAME: Ingram Signalization, Inc.  
ADDRESS: 4522 North Davis Hwy.  
CITY, ST. & ZIP: Pensacola, FL 32503  
PHONE NO.: ( 850 ) 433-8266  
EMAIL: DWilson@gulf.net

TERMS OF PAYMENT:  
30 days

REASON FOR NO OFFER:

BID BOND ATTACHED S

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action in any now or hereafter acquired under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

William D. Wilson, Vice-President  
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER  
(TYPE OR PRINT)  
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**

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for STREET AND NAVIGATION LIGHTING MAINTENANCE AND REPAIR PD 15-16.089, as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, Ingram Signalization, Inc. hereby propose to provide at the following price:  
**Company**

GENERAL RATES	Unit Price	Bid Qty*	Ext
Description			
Journeyman Electrician (Mon-Fri, 8:00 AM-4:30 PM)/HR		25	
Technician -- IMSA Level II (Mon-Fri, 8:00 AM-4:30 PM)/HR	55.00	400	22,000.00
Technician -- IMSA Level III (Mon-Fri, 8:00 AM-4:30 PM) /HR	75.00	25	1,875.00
Journeyman Electrician (Mon-Fri/4:31 PM-7:49 AM/Sat/Sun/Holiday)/HR		25	
Technician -- IMSA Level II (Mon-Fri/4:31 PM-7:49 AM/Sat/Sun/Holiday)/HR	75.00	240	18,000.00
Technician -- IMSA Level III (Mon-Fri/4:31 PM-7:49 AM/ Sat/Sun/ Holiday)/HR	105.00	15	1,575.00
Technician Assistant (Mon-Fri/8:00 AM-4:30 PM)/HR	30.00	400	12,000.00
Technician Assistant (Mon-Fri/4:31 PM-7:49 AM/Sat/Sun/Holiday)/HR	55.00	15	825.00
Office Assistant/HR	30.00	200	6,000.00



<b>GENERAL RATES</b>			
Description	Unit Price	Bid Qty <sup>a</sup>	Ext
Aerial Bucket Truck (Standard)/HR	20.00	400	8,000.00
Aerial Bucket Truck (Large)/HR	50.00	20	1,000.00
Service Truck/HR	20.00	240	4,800.00
Maintenance of Traffic (Message Board Rental)/DAY	20.00	10	200.00
Utility Coordination (Sunshine Spots)/PI	200.00	5	1,000.00
		Subtotal	77,275.00
<b>PARTS AND MATERIALS FIXTURE:</b>			
Description	Unit Price	Bid Qty <sup>a</sup>	Ext
Cobrahead, 250W, 240V/BA	430.00	50	21,500.00
Cobrahead, 400W, 480V/BA	478.00	50	23,900.00
Cobrahead, 250W, 120V/BA	430.00	50	21,500.00
Cobrahead, 250W, 480V/BA	430.00	50	21,500.00
Cobrahead, 400W, 240V/BA	480.00	50	24,000.00
Halophane, 150W, 480V/BA	1,100.00	50	55,000.00
		Subtotal	167,400.00
<b>PARTS AND MATERIALS LAMP:</b>			
Description	Unit Price	Bid Qty <sup>a</sup>	Ext
High Pressure Sodium, 250W /BA	23.25	50	1,162.50
High Pressure Sodium, 400W/BA	27.60	50	1,380.00
Metal Halide, 70W /BA	21.00	50	1,050.00
Metal Halide, 150W/BA	26.00	50	1,260.00
Metal Halide, 175W/BA	30.60	50	1,625.00
		Subtotal	
<b>PARTS AND MATERIALS BALLAST:</b>			
Description	Unit Price	Bid Qty <sup>a</sup>	Ext
High Pressure Sodium, 120V, 250W/BA	113.00	50	5,650.00
High Pressure Sodium, 120V, 400W/BA	126.00	50	6,250.00
High Pressure Sodium, 240V, 250W/BA	115.00	50	5,750.00
High Pressure Sodium, 240V, 400W/BA	126.00	50	6,250.00
High Pressure Sodium, 480V, 250W/BA	115.00	50	5,750.00
High Pressure Sodium, 480V, 400W/BA	126.00	50	6,250.00
		Subtotal	35,900.00
<b>PARTS AND MATERIALS BALLAST:</b>			
Description	Unit Price	Bid Qty <sup>a</sup>	Ext
Metal Halide, 240V, 70W/BA	80.00	50	4,000.00
Metal Halide, 240V, 150W/BA	80.00	50	4,600.00
Metal Halide, 240V, 175W/BA	102.00	50	5,100.00
Metal Halide, 480V, 70W/BA	78.00	50	3,950.00
Metal Halide, 480V, 150W/BA	80.00	50	4,600.00
Metal Halide, 480V, 175W/BA	102.00	50	5,100.00
		Subtotal	27,180.00

<b>PARTS AND MATERIALS PHOTO CELL:</b>			
Description	Unit Price	Bid Qty <sup>a</sup>	Ext
Pedestal, 120V – EA	16.00	25	400.00
Pedestal, 480V – EA	16.00	25	400.00
Twist Lock, 120V – EA	25.00	25	625.00
Twist Lock, 480V – EA	25.00	25	625.00
Subtotal			2,050.00
<b>PARTS AND MATERIALS NAVIGATION LIGHTS AND MATERIALS:</b>			
Description	Unit Price	Bid Qty <sup>a</sup>	Ext
Lantern, Red, LED – EA	2,868.00	10	28,680.00
Lantern, Green, LED – EA	2,868.00	10	28,680.00
Tide Gauge Light, White, 35W – RA	1,860.00	4	7,620.00
Channel Marker Light – EA	4,700.00	4	18,800.00
Fuse, 10 AMP – EA	8.35	50	417.50
Surge Arrestor – EA	69.00	50	2,800.00
Fuse Holder – EA	11.00	25	275.00
Boot – EA	3.00	50	150.00
12/2 SO Cable/LF	1.25	200	250.00
10/2 SO Cable/LF	1.65	200	330.00
Subtotal			87,882.50
MARKUP (%) - Material Acquisition for materials not listed above:			% 20
<b>TOTAL</b>			<b>404,005.00</b>

\*Estimated for Bid Purposes Only

(TO BE FILLED IN)

**CONTRACTOR REQUIREMENTS**

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No.   1        Date  8/23/16       Addendum No.             Date         
Addendum No.   2        Date  8/24/16       Addendum No.             Date

**(PLEASE TYPE INFORMATION BELOW)**

**SEAL IF BID IS BY CORPORATION**

State of Florida Department of State Certificate of Authority Document Number \_\_\_\_\_

Occupational License No 84219

Florida DBPR Contractor's License, Certification and/or Registration No. EC13004309

Type of Contractor's License, Certification and/or Registration Electrical EC13004309

Expiration Date: 8/31/18

Person to contact concerning this bid:  
William D. Wilson

Phone 850-433-8266

Email DWilson@gulf.net

Person to contact for emergency service:  
Tony Kuhl

Phone 850-232-0698

Email tony@ingramcorp.com

County Permits/Fees required for this project:

<u>Permit</u>	<u>Cost</u>
<u>None Known</u>	

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies) in the amount of \$1,000.00.

**CHARGES FOR NON-PERFORMANCE**

**(Per Occurrence):**

Failure to Transmit Maintenance Record Within Three (3) Business Days	\$1,000
Failure to Respond to Trouble Call Within Specified Time	\$1,000
Failure to Complete Repair Within Specified Time	\$1,000
Failure to Comply with FDOT Maintenance of Traffic Standards	\$1,000

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

OFFICE OF PURCHASING

213 PALAFOX PLACE, 2<sup>nd</sup> Floor  
P.O. BOX 1591  
PENSACOLA, FL 32591-1591  
TELEPHONE (850)595-4980  
(SUNCOM) 695-4980  
TELEFAX (850)595-4805

<http://www.myscambiacounty.com/business/solicitations>



CLAUDIA SIMMONS  
*Purchasing Manager*

August 23, 2016

To: All Known Prospective Bidders

**ADDENDUM NUMBER 1:**

Re: Street and Navigation Lighting Maintenance and Repair  
Specification Number: PD 15-16.089

Bidders:

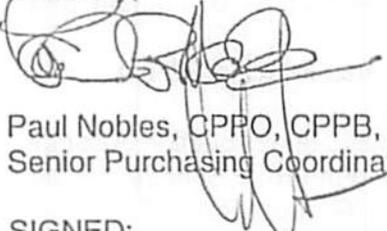
We recently sent you an Invitation to Bid on the above mentioned specification.

This Addendum #1 provides for:

1. Special Terms and Conditions, Item 3, Performance and Payment Bonds – It is not anticipated that Performance and Payment Bonds will be required. It is anticipated that Item 6, Liquidated Damages/Charges for Non-Performance will be used in lieu of Performance and Payment Bonds.

This Addendum Number 1 is furnished to all known prospective Bidders. Please sign and return one copy of this Addendum, with original signature, with your proposal as an acknowledgement of your having received same. You may photo copy for your record.

Sincerely,

  
Paul Nobles, CPPO, CPPB, FCCM, FCN  
Senior Purchasing Coordinator

SIGNED: \_\_\_\_\_

COMPANY: Ingram Signalization, Inc.

PRN

BOARD OF COUNTY COMMISSIONERS  
ESCAMBA COUNTY, FLORIDA

OFFICE OF PURCHASING

213 PALAFOX PLACE, 2<sup>nd</sup> Floor

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PENSACOLA, FL 32591-1591

TELEPHONE (850)595-4980

(SUNCOM) 695-4980

TELEFAX (850)595-4805

<http://www.myscambia.com/business/solicitations>



CLAUDIA SIMMONS  
*Purchasing Manager*

August 24, 2016

To: All Known Prospective Bidders

**ADDENDUM NUMBER 2:**

Re: Street and Navigation Lighting Maintenance and Repair  
Specification Number: PD 15-16.089

Bidders:

We recently sent you an Invitation to Bid on the above mentioned specification.

This Addendum #2 provides for:

1. Revised Bid Form  
Journeyman Electrician added to the bid form.  
Requirements for a "Qualified Electrician" is found in Section 3 of the contract.  
3.1.4 That persons installing, operating and maintaining such equipment be fully trained and qualified and that the CONTRACTOR shall have all work performed under the direct supervision of an electrician licensed by Escambia County or the State of Florida.
2. Page 17 - 3.2 BASE RATE SERVICES shall include the following - 3.2.1 PREVENTIVE MAINTENANCE SERVICES – Will these services be paid via the time, equipment, and material unit bid items (General Rates)?  
Response – These items will be paid based on General Rates Items in the bid.
3. Page 18 - 4.2.1 Preventive maintenance and repairs conducted under Section 3.2 shall be charged according to the set monthly unit prices shown in the Rate Schedule – Did not see a separate section listed are these payable via the (General Rates)?  
Response – These items will be paid based on General Rates Items in the bid.
4. Will the County pay for Mobilization and reasonable travel to and from the repair site?  
No, Mobilization must be included in your bid.

This Addendum Number 2 is furnished to all known prospective Bidders. Please sign and return one copy of this Addendum, with original signature, with your proposal as an acknowledgement of your having received same. You may photo copy for your record.

Sincerely,



Paul Nobles, CPPO, CPRB, FCCM, FCN  
Senior Purchasing Coordinator

SIGNED: \_\_\_\_\_

COMPANY: Ingram Signalization, Inc.

PRN

## Wendy C Eacret

---

**From:** Tony Kuhl <tony@ingramcorp.com>  
**Sent:** Monday, August 28, 2017 9:40 AM  
**To:** David V. Forte  
**Cc:** dwilson@gulf.net; Traci Ingram-Gay; Johnny Pettigrew; Kristin D. Hual; Alain Espinosa; Wendy C Eacret  
**Subject:** Re: Contract renewals

David

Our internet is down but we will agree to extend the contracts. Let me know what you need from us

Thanks  
Tony Kuhl  
Ingram Signalization Inc.  
Operating Manager  
850-232-0698

On Aug 28, 2017, at 8:41 AM, David V. Forte <[DVFORTE@co.escambia.fl.us](mailto:DVFORTE@co.escambia.fl.us)> wrote:

Tony,

I really need an answer asap, if at all possible. I am needing to bring these to the 9/21/17 Board meeting, and will need to allow time to prepare the contract amendments or renewals.

**David Forte, Division Manager**

**Transportation & Traffic Operations Division**

**Public Works Department**

**Escambia County, Florida**

**3363 West Park Place**

**Pensacola, Florida 32505**

**Main: 850.595.3404**

**Fax: 850.595.3405**

---

**From:** Tony Kuhl <[tony@ingramcorp.com](mailto:tony@ingramcorp.com)>  
**Sent:** Wednesday, August 23, 2017 4:02:41 PM  
**To:** David V. Forte

Cc: [dwilson@gulf.net](mailto:dwilson@gulf.net); Traci Ingram-Gay; Johnny Pettigrew

Subject: Re: Contract renewals

We will let you know

Thanks

Tony Kuhl

Ingram Signalization Inc.

Operating Manager

850-232-0698

On Aug 23, 2017, at 3:26 PM, David V. Forte <[DVFORTE@co.escambia.fl.us](mailto:DVFORTE@co.escambia.fl.us)> wrote:

Tony,

I am unsure if you are the appropriate person or not, so please forward on as you see fit, if necessary, but I am requesting that Ingram provide a response as to whether your firm would agree to a 12 month renewal for the three contracts (PD 15-16.088, 15-16.089, and 15-16.090)?

The contracts are set for 12 months each, with the option to renew for two additional 12 month periods, with a maximum of 36 total months. This would be the first renewal, so essentially the 2nd of 3 possible years.

The contracts are set to expire on 9/22/17.

Please respond by COB, Friday, August 25th.

Thanks,

**David Forte, Division Manager**

**Transportation & Traffic Operations Division**

**Public Works Department**

**Escambia County, Florida**

**3363 West Park Place**

**Pensacola, Florida 32505**

**Main: 850.595.3404**

**Fax: 850.595.3405**

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

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



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

**AI-12820**

**County Administrator's Report 10. 25.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/21/2017

**Issue:** Acceptance of a Drainage Easement for the Rebel Road Drainage Project

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

**Organization:** Public Works

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning the Acceptance of a Drainage Easement for the Rebel Road Drainage Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the acceptance of a Drainage Easement from D.R. Horton, Inc., for the Rebel Road Drainage Project:

- A. Accept the donation of a drainage easement located at the end of Oak Haven Road, from D.R. Horton, Inc.;
- B. Authorize the payment of documentary stamps considering the property is being donated for governmental use for drainage improvements, and the County benefits from the acceptance of this property, which enhances the safety and well-being of the citizens of Escambia County;
- C. Authorize the payment of incidental expenditures associated with the recording of the Drainage Easement document; and
- D. Authorize the Chairman or Vice Chairman to accept the Drainage Easement as of the day of delivery to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

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

**BACKGROUND:**

The Rebel Road Drainage Improvement Project will alleviate localized flooding in the area around 10125 Rebel Road, which is a small, closed basin. In heavy rain events, stormwater stages up, overtops the road, and ultimately discharges to the north, which causes property damage to homes within the basin. This project will allow stormwater to flow north to Frank Reeder Road and then east to the intersection at Oak Haven Road, where it will then turn north, ultimately discharging to the wetland at the end of Oak Haven Road. The system will be evaluated to ensure adequacy to convey water from a 25-year critical storm event.

**BUDGETARY IMPACT:**

Funds for incidental expenses associated with the recording of documents are available in an Engineering Escrow Account accessed by the Clerk's Office.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Drainage Easement was approved as to form and legal sufficiency by the County Attorney's office.

**PERSONNEL:**

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

**POLICY/REQUIREMENT FOR BOARD ACTION:**

These actions are consistent with the provisions of Section 46-139, Escambia County Code of Ordinances.

**IMPLEMENTATION/COORDINATION:**

Upon Board approval, staff will proceed in compliance with Section 46-139 of the County Code of Ordinances.

---

**Attachments**

Easement

Map

---

Prepared by:  
Wayne Manning  
Escambia County Public Works Department  
3363 West Park Place  
Pensacola, Florida 32505

Rebel Road Drainage Project  
A portion of parcel 33-1N-31-1101-002-001

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT made this 16<sup>th</sup> day of August, 20    , by and between D. R. Horton, Inc., a Delaware corporation, whose mailing address is 25366 Profit Drive, Daphne, Alabama 36526 ("Grantor"), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 ("Grantee").

(Wherever used, the terms "Grantor" and "Grantee" shall include the singular and plural, masculine and feminine, heirs, legal representatives, successors and assigns.)

WITNESSETH

WHEREAS Grantee proposes to construct and/or maintain a drainage easement across real property located in Section 33, Township 1N, Range 31 West, Escambia County, Florida which is more particularly described on Exhibit A attached hereto (the "Easement Property"); and

WHEREAS, Grantor is the owner of the Easement Property;

NOW, THEREFORE, in consideration of One Dollar (\$1.00), the promises contained herein and other good and valuable consideration, Grantor does hereby grant to Grantee a permanent, non-exclusive drainage easement over the Easement Property for the purposes of constructing and/or maintaining drainage improvements (the "Drainage Improvements"), together with the right of ingress and egress over and across the Easement Property and the right to excavate, construct and maintain the Drainage Improvements.

GRANTOR also hereby grants, bargains, conveys, transfers, dedicates, and delivers to Grantee the right to clear, keep clear, and remove from the Easement Property, all trees, undergrowth and other obstructions that may interfere with the location, excavation, operation or maintenance of the Drainage Improvements. Notwithstanding the issuance of any permit to construct or erect any structure on the Easement Property, Grantor agrees not to build, construct or create or permit others to build, construct or create any building or other structure on the Easement Property that may interfere with the location, excavation, operation or maintenance of the Drainage Improvements. Easily removable improvements, such as fences, may be constructed with the prior consent of Grantee, which consent shall not be unreasonably withheld, conditioned or delayed.

GRANTOR does hereby covenant with Grantee that it is lawfully seized and possessed of the Easement Property, subject, however, to all matters of public record, and Grantor hereby waives any right to compensation for Grantee's use of the Easement Property and an appraisal of the Easement Property unless

otherwise provided for herein.

TO HAVE AND TO HOLD said easement rights upon the said Grantee forever.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the date first above written.

SIGNED IN THE PRESENCE OF:

**GRANTOR:**

Witness Lalisha D. Fenderson  
Print Name Lalisha D. Fenderson

D. R. Horton, Inc.

Witness Tom Poulos  
Print Name Tom Poulos

By: [Signature]  
(signature)  
Shane Kerman Asst. Secretary  
(printed name/title)

STATE OF ALABAMA  
COUNTY OF BALDWIN

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of August, 2017, by Shane Kerman as Asst. Sect. (title) of D.R. Horton, Inc. on behalf of the corporation. He/She  is personally known to me, or  produced current as identification.



(Notary Seal)

[Signature]  
Signature of Notary Public  
Leigh-Ann Capocci  
Printed Name of Notary Public

**ACCEPTANCE**

This Drainage Easement was accepted by Escambia County, Florida, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

ATTEST: Pam Childers  
Clerk of the Court

D. B. Underhill, Chairman

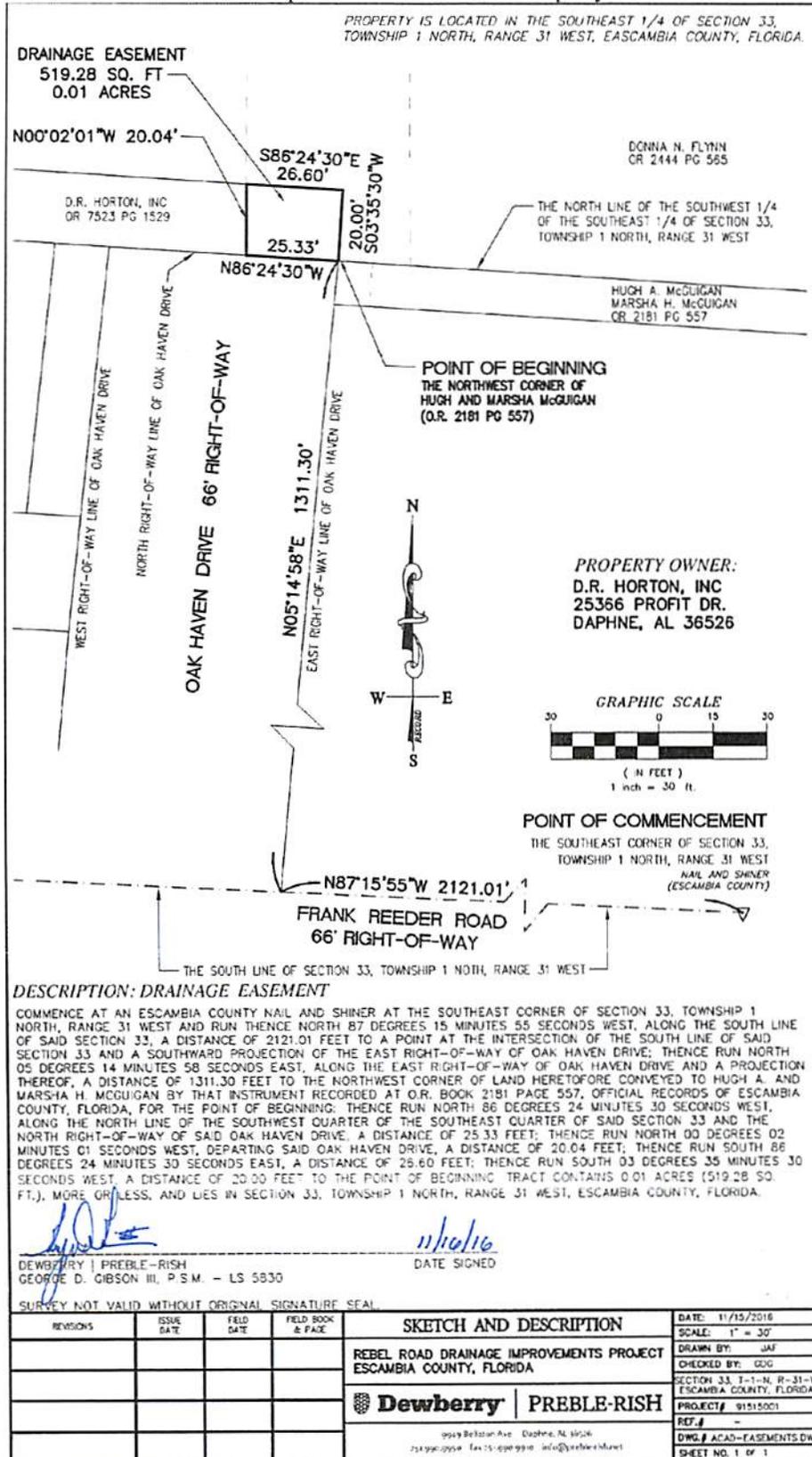
Deputy Clerk

This document approved as to form and legal sufficiency.

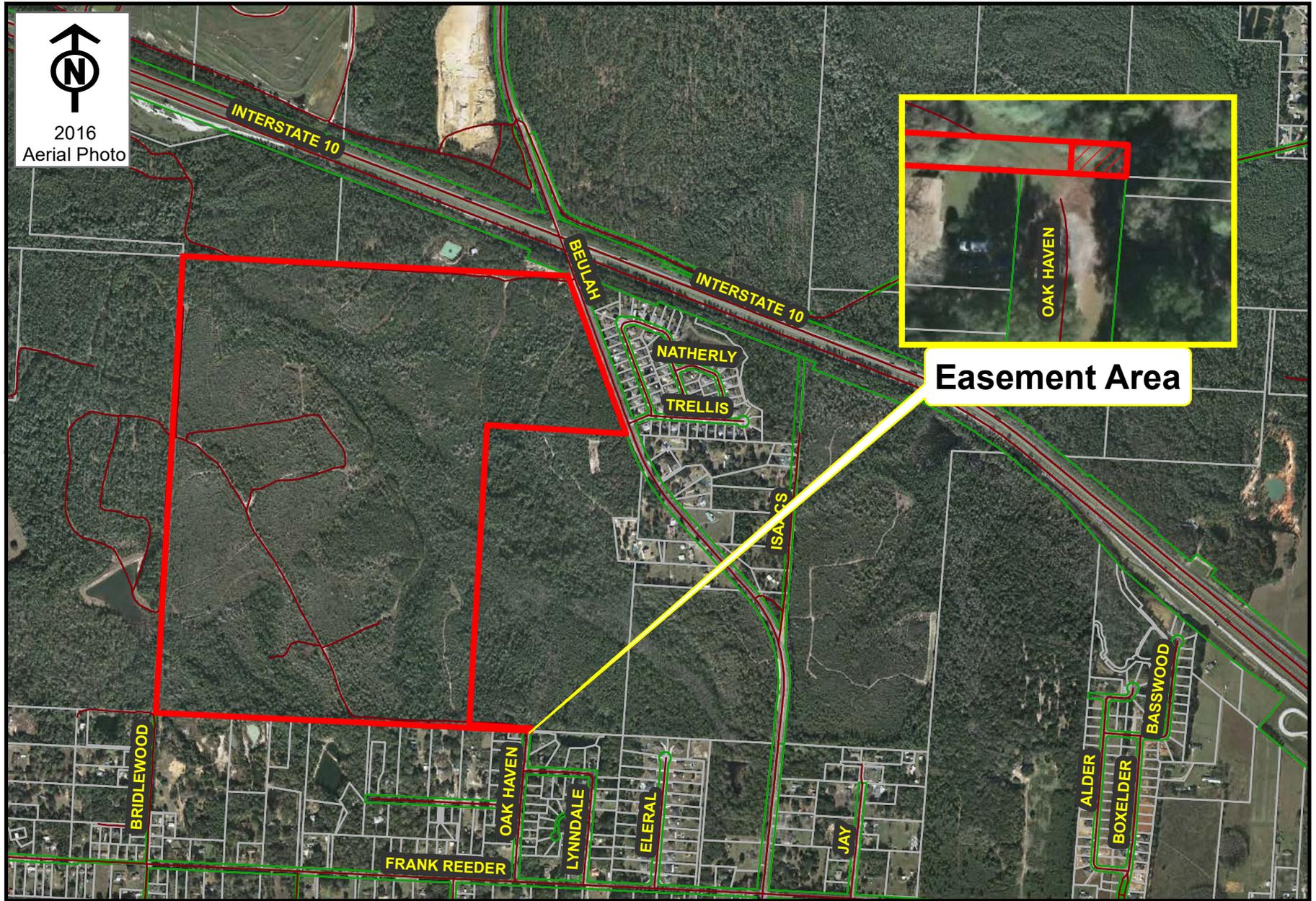
By [Signature]  
Title Asst. County Attorney  
Date Sept. 11, 2017

# EXHIBIT A

## Description of the Easement Property



# Rebel Road Drainage



ESCAMBIA COUNTY  
ENGINEERING DIVISION

SSW 9/7/17 DISTRICT 1



**D R Horton Property**



**Easement Area**



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

**AI-12562**

**County Administrator's Report 10. 26.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/21/2017

**Issue:** Approval to Issue Fiscal Year 2017/2018 Purchase Orders in Excess of \$50,000

**From:** Robert E. Dye, Interim Facilities Director

**Organization:** Facilities Management

**CAO Approval:**

**RECOMMENDATION:**

Recommendation Concerning the Issuance of Fiscal Year 2017/2018 Purchase Orders in Excess of \$50,000, for the Facilities Management Department - Robert E. Dye, Facilities Management Interim Department Director

That the Board, for the Fiscal Year 2017/2018, approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, based upon previously-awarded Contracts, Contractual Agreements or annual requirements for the Facilities Management Department, as follows:

	Vendor/Contractor	Amount	Contract Number
A.	Blue Arbor, Inc. Vendor Number: 023818 Temporary Labor Services  Fund: 001 (General) Cost Center: 310202 (Facilities Management/Custodial) Amount: \$135,000	\$135,000	PD 14-15.041
B.	Engineered Cooling Services, Inc. Vendor Number: 051168 Central Energy Plant Maintenance  Fund: 001 (General) Cost Center: 310203 (Facilities Management/Maintenance) Amount: \$110,040  Fund: 113 (Library)	\$120,240	PD 13-14.058

	Cost Center: 110502 (Library/Maintenance) Amount: \$10,200		
C.	Panhandle Humbaugh Elevators, Inc. Vendor Number: 160125 Elevator Maintenance  Fund: 001 (General) Cost Center: 310203 (Facilities Management/Maintenance) Amount: \$58,000  Fund: 113 (Library) Cost Center: 110502 (Library/Maintenance) Amount: \$7,000	\$65,000	PD 12-13.056

**BACKGROUND:**

The issuance of these Purchase Orders during the first week of October 2018 is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia County.

**BUDGETARY IMPACT:**

Funds are available in the Budget under General Fund (001), Cost Center 310203 Facilities Management/Maintenance and 310202 Facilities Management/Custodial; & Library Fund (113), Cost Center 110502, Library/Maintenance.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

*No file(s) attached.*

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**PERSONNEL:**

Risk Management will be the Contractor Administrator. No additional personnel will be required.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

County Ordinance, Chapter 46, Article II, Section 46-64, providing for Board approval of contracts of fifty thousand dollars (\$50,000.00).

**IMPLEMENTATION/COORDINATION:**

Upon approval by the Board of County Commissioners a purchase order will be issued by the Purchasing Office to provide payment for services rendered from the contract.

---

**Attachments**

Cyber Proposal

---

Cyber Enterprise Risk Management  
Insurance Proposal

Contact Information	
To: Robert Bender	Phone: 850.483.8716
Company: USI	Email Address: Robert.Bender@usi.com
Matt Reb	Date: 08/14/2017
Company: Chubb	Phone: <b>678-795-4487</b>
Pages: 14	Email: Matthew.Reb@Chubb.com

Account Information	
Applicant Name:	Escambia County Board of County Commissioners
Applicant Address:	221 Palafox Place, Suite 200 Pensacola, FL 32502
Type of submission:	Renewal of Policy No. G2566565A 001
Line of Coverage:	<u>Chubb Cyber Enterprise Risk Management Policy</u>
Insurance Company:	ACE American Insurance Company
Policy Form:	PF-48168 (10/16) / PF-48169 (10/16)
Policy Period:	10/1/2017 To 10/1/2018

Dear Robert,

I am pleased to offer the attached indication for Escambia County Board of County Commissioners. The commission payable for placement of this business is 0%.

Thank you for considering Chubb as your market of choice. We look forward to working with you. Should you have any questions, please do not hesitate to contact me.

Sincerely,



Matt Reb  
Professional Associate  
Chubb

**Chubb Cyber Enterprise Risk Management Policy**

**Option: 4**

**Maximum Single Limit of Insurance** \$5,000,000 **Total Annual Premium** **\$23,049**  
**Maximum Policy Aggregate Limit of Insurance** \$5,000,000

Optional Extended Reporting Period: 12 months for 100% of last annual premium

<b>First Party Insuring Agreements</b>				
Insuring Agreement		Limit of Insurance Each Incident/Aggregate	Retention/Waiting Period Each Incident	Cyber Incident Response Coach Retention
<input checked="" type="checkbox"/>	Cyber Incident Reponse Fund	Data Breach Team (Inside the Limit)*		
	Cyber Incident Response Team	\$5,000,000/\$5,000,000	\$50,000	\$0
	Non-Panel Response Provider	\$1,000,000/\$1,000,000	\$50,000	\$0
<input checked="" type="checkbox"/>	Business Interruption Loss and Extra Expenses	\$5,000,000/\$5,000,000	\$50,000/10 Hours	N/A
<input checked="" type="checkbox"/>	Contingent Business Interruption Loss and Extra Expenses Unscheduled Providers	\$250,000/\$250,000	\$50,000/10 Hours	N/A
<input checked="" type="checkbox"/>	Contingent Business Interruption Loss and Extra Expenses Scheduled Providers	NA /NA	N/A / N/A	N/A / N/A
<input checked="" type="checkbox"/>	Digital Data Recovery	\$5,000,000/\$5,000,000	\$50,000	N/A
<input checked="" type="checkbox"/>	Network Extortion	\$5,000,000/\$5,000,000	\$50,000	N/A

\* Limits will automatically increase to the limits referenced in the Cyber Incident Response Fund Sidecar endorsement option if the Cyber Incident Response Team is used and subject to all terms of the endorsement. Please refer to the terms and conditions of the Cyber Incident Response Fund Sidecar endorsement.

<b>Third Party Liability Insuring Agreements</b>					
Insuring Agreement		Limit of Insurance Each Claim/Aggregate	Retention Each Claim	Retroactive Date	Pending or Prior Proceedings Date
<input checked="" type="checkbox"/>	Cyber, Privacy And Network Security Liability	\$5,000,000/\$5,000,000	\$50,000	10/1/2016	10/1/2016
<input checked="" type="checkbox"/>	Payment Card Loss	\$1,000,000/\$1,000,000	\$50,000	10/1/2016	10/1/2016
<input checked="" type="checkbox"/>	Regulatory Proceedings	\$5,000,000/\$5,000,000	\$50,000	10/1/2016	10/1/2016
<input checked="" type="checkbox"/>	Electronic, Social And Printed Media Liability	\$5,000,000/\$5,000,000	\$50,000	10/1/2016	10/1/2016

**The Following Notice(s) will be added to the basic contract(s) Option 1**

<b>Title</b>	<b>Form Number</b>
Chubb Producer Compensation Practices & Policies	ALL-20887a (03/16)
Cyber Services for Incident Response – Notice to Policyholders	PF-48259 (10/16)
Cyber Services for Loss Mitigation	PF-48260 (10/16)
U.S. Foreign Account Tax Compliance Act – FACTA Notice	ALL-42490b (07/16)
U.S. Treasury Department’s Office of Foreign Assets Control (“OFAC”) Notice	PF-17914a (04/16)
Policyholder Disclosure Notice of Terrorism Insurance Coverage	TR-19606d (01/15)

**The Following Endorsement(s) will be added to the basic contract(s) Option 1**

<b>Title</b>	<b>Form Number</b>
1. Trade or Economic Sanctions Endorsement	PF-46422 (07/15)
2. Cap on Losses From Certified Acts of Terrorism	PF-45354 (01/15)
3. Florida Amendatory Endorsement	PF-48285 (10/16)
4. Signatures Endorsement	CC-1K11h (03/14)

**Applicant Name: Escambia County Board of County Commissioners****Subjectivities**

Chubb hereby indicates the coverage described below. However, any obligations the Insurer may have under this indication are conditioned upon each of the following conditions having first been met

1. The Applicant has submitted to the Insurer the following documents, and the Insurer has received such documents prior to binding:
  - a. N/A
2. If coverage is subsequently bound by the Insurer, the Applicant has remitted the premium specified below to the Insurer so that the Insurer receives the premium no later than close of business on the 30th day from the date of the Binder or the Effective Date of the policy, whichever is later.

**Please Note the Following for the Terrorism Risk Insurance Act:**

Coverage for acts of terrorism is included in your policy. The portion of your annual premium that is attributable to coverage for acts of terrorism is \$0, and does not include any charges for the portion of losses covered by the United States government under the Act.

**Loss Mitigation Services**

With the purchase of a [Chubb Cyber Enterprise Risk Management Policy](#), we offer various premiere services as a benefit to policyholders to help mitigate cyber risks before an event occurs. Please note that some services may require an additional fee. Any fees are not premium for the insurance policy. The fee is paid to the entity performing the service. There is no commission associated with the fee. The entities listed on the website are not providers of insurance services and are not affiliated with Chubb. Purchase of any service does not guaranty that losses will be fewer or less severe. Any loss mitigation inspection, assessment, or audit purchased, and any report or recommendation resulting therefrom, shall not constitute an undertaking at the behest of or for the benefit of Chubb. Chubb also assumes no responsibility to implement any resulting recommendations.

<b>Service Selected: Chubb Loss Mitigation Services (Additional Fee with No Commission)</b>	<b>Total Cost</b>
<input type="checkbox"/> <b>Incident Response Readiness</b> led by Fidelis	\$3,000
<input type="checkbox"/> <b>Information Governance</b> led by Huron	\$3,000
<input type="checkbox"/> <b>Network Vulnerability Scans</b> led by NetDiligence	\$3,000
<input type="checkbox"/> <b>Phishing Simulation</b> led by Wombat	\$3,000
<input type="checkbox"/> <b>Dark Web Discovery</b> led by Bit Sight	\$3,000

Policy Holder Contract

- Name: [Click here to enter text.](#)
- Title: [Click here to enter text.](#)
- Phone: [Click here to enter text.](#)
- Email: [Click here to enter text.](#)

**Total Cost for Loss Mitigation Services:** **\$ x,xxx**

## Conditions of this Indication

This indication will remain valid until 9/9/2017.

If between the date of this Indication and the Effective Date of the policy there is a significant adverse change in the condition of this Applicant, or an occurrence of an event, or other circumstances which could substantially change the **underwriting evaluation of the Applicant, then, at the Insurer's option, this indication may be withdrawn by written notice** thereof to Applicant. The Insurer also reserves the right to modify the final terms and conditions upon review of the completed application and any other information requested by the underwriter herein. If such material change in the risk is discovered after binding, the insurance **coverage will be void ab initio ("from the beginning")**.

FOR POLICIES EFFECTIVE JULY 21, 2011 AND SUBSEQUENT, WE REQUIRE THE PRODUCER TO PROVIDE THE **"HOME STATE" AS DEFINED IN THE NONADMITTED AND REINSURANCE REFORM ACT OF 2010 (NRRA) UPON THE BINDING OF THIS PLACEMENT**. IF THE STATE SET FORTH IN THE ABOVE-REFERENCED INSURED ADDRESS IS THE HOME STATE OF THE INSURED, NO ACTION IS REQUIRED. HOWEVER, IF THE HOME STATE OF THE INSURED IS OTHER THAN THAT SET FORTH IN THE INSURED ADDRESS, YOU MUST NOTIFY US IN WRITING PRIOR TO THE BINDING OF THIS PLACEMENT.

Note: If the Insuring Company noted above is either Westchester Surplus Lines Insurance Company or Illinois Union Insurance Company, then this insurance is issued pursuant to the state Surplus Lines laws that the insured is domiciled. **Persons insured by Surplus Lines carriers do not have the protection of the above captioned state's Guaranty Act to the extent of any right of recovery for the obligation of an insolvent unlicensed insurer.**

Any applicable taxes, surcharges or countersignature fees, etc., are in addition to the above indicated figures. Your office is responsible for making State Surplus Lines Filings and complying with all applicable laws.

Sincerely,



Matt Reb  
Professional Associate  
Chubb



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

**AI-12894** **County Administrator's Report** **10. 28.**  
**BCC Regular Meeting** **Budget & Finance Consent**

**Meeting Date:** 09/21/2017

**Issue:** Contract Award for Jackson Creek Floodplain Restoration and Expansion

**From:** Paul Nobles, Purchasing Manager

**Organization:** Asst County Administrator - Lovoy

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning Contract Award for Jackson Creek Floodplain Restoration and Expansion - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Volkert, Inc., per the terms and conditions of PD 16-17.044, Jackson Creek Floodplain Restoration and Expansion Project, for a lump sum of \$123,430.04, and optional services of \$115,118.83, for a maximum total of \$238,548.87.

[Funding: Fund 118, Gulf Restoration Fund, Cost Center 222002, NFWF #45901 Bayou Chico Grant]

**BACKGROUND:**

Request for Letters of Interest, PD 16-17.044, Jackson Creek Floodplain Restoration and Expansion Project were publicly noticed on May 8, 2017 to sixty eight known firms. Responses were received from four firms on May 25, 2017. The review committee short-listed the firms on June 1, 2017 agreeing to hold discussions with all four firms. Discussions were held on June 12, 2017. The Selection Committee ranked the firms in the following order:

1. Volkert, Inc.
2. AMEC Foster Wheeler Environment & Infrastructure, Inc.
3. Dewberry Engineers, Inc.
4. DRMP, Inc.

The first fee negotiation meeting was held on July 17, 2017, followed by negotiations on July 19, 2017, with final negotiations on August 1, 2017.

**BUDGETARY IMPACT:**

Fund 118, Gulf Restoration Fund, Cost Center 222002, NFWF #45901 Bayou Chico Grant.

**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.

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**Attachments**

Agreement with Exhibits

Short-Listing Evaluation

Ranking Evaluation

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**STANDARD PROFESSIONAL CONSULTING SERVICES  
CONTRACT DOCUMENTS**

**FOR**

**AGREEMENT BETWEEN  
ESCAMBIA COUNTY**

**AND**

**Volkert, Inc.**

**PD 16-17.044, Jackson Creek Floodplain Restoration and Expansion Project**

**FORM G: CONSULTING SERVICES FOR STAND-ALONE  
PROJECTS**

**(Revised June 2016)**

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## AGREEMENT

THIS AGREEMENT is made and entered into this 21th day of September, 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 Volkert, Inc., a for-profit corporation authorized to transact business in the State of Florida, whose address is 6601 North Davis Highway, Suite 53, Pensacola, Florida 32504, and whose Federal tax identification number is 63-0247014 (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:** Volkert, 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 Cooper Saunders, Engineering Project 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 16-17.044, Jackson Creek Floodplain Restoration and Expansion Project.

**ARTICLE 2**  
**PREAMBLE**

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Under this Agreement, Escambia County will budget funds during Fiscal Year(s) 16-17 in the amount of Lump Sum of \$123,430.04 and Optional Services of \$115,118.83 for a Maximum Total of \$238,548.87 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 16-17.044, Jackson Creek Floodplain Restoration and Expansion Project, and as represented in the Consultant's Letter of Interest response to PD 16-17.044, 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 To Be Established.

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 Lump Sum of \$123,430.04 and Optional Services of \$115,118.83 for a Maximum Total of \$238,548.87. 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:

Volkert, Inc.  
6601 North Davis Highway, Suite 53  
Pensacola, Florida 32504

(d) Invoices to the County shall be sent to:      Notices to the County shall be sent to:

Cooper Saunders  
Engineering Project Manager  
Public Works/Engineering  
3363 West Park Place  
Pensacola, FL 32501

Jack R. Brown  
County Administrator  
P.O. Box 1591  
Pensacola, Florida 32597-1591

**ARTICLE 6**  
**ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK**

6.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

**ARTICLE 7**  
**COUNTY'S RESPONSIBILITIES**

7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.

7.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

7.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

7.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

7.5 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

**ARTICLE 8**  
**CONSULTANT'S RESPONSIBILITIES**

8.1 **QUALITY OF SERVICES:**

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or omissions in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate, more

efficient, and properly 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 Volkert, Inc., signing by and through its David Webber, P.E., Senior Vice President, duly authorized to execute same.

COUNTY:  
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: \_\_\_\_\_  
Jack R. Brown, County Administrator

Date: \_\_\_\_\_

BCC Approved: September 21, 2017

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

CONSULTANT:  
Volkert, Inc., a Florida Corporation authorized to do business in the State of Florida.

By: \_\_\_\_\_  
David Webber, P.E., Senior Vice President

Date: \_\_\_\_\_

ATTEST: Corporate Secretary

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



**Volkert, Inc.**

6601 N. Davis Highway  
Suite 53  
Pensacola, FL 32504

Office 850.477.7485  
Fax 850.477.7517  
volkert@volkert.com

[www.volkert.com](http://www.volkert.com)

July 24, 2017

Mr. Paul Nobles, CPPO, CPPB, FCCM, FCN, FCPM  
Escambia County Purchasing Director  
213 Palafox Place- 2<sup>nd</sup> Floor  
Pensacola, FL 32502

**Re: PD 16-17.044- Jackson Creek Floodplain Restoration and Expansion Project- Scope of Services & Fee Proposal- revised**

Dear Mr. Nobles,

Volkert, Inc. is pleased to provide the included professional services scope of work for the Jackson Creek Floodplain Restoration and Expansion Project. Volkert understands that Escambia County has received a National Fish and Wildlife Foundation- Gulf Environmental Benefit Fund Grant for Bayou Chico Restoration that includes the Jackson Creek Floodplain project. The Jackson Creek floodplain project grant has established the following goals for the project- 1) Restoration of approximately 5 acres of historic floodplain, 2) Maximizing future potential for wildlife utilization, 3) Maintaining long-term stability in and along Jackson Creek, 4) Improving water quality in Jackson Creek and Bayou Chico, and 5) Providing improved flood attenuation. The proposed project will restore approximately 5 acres of wetlands and stabilize approximately 1,800 linear feet of Jackson Creek. It is also our understanding that Escambia County will be handling all aspects of the property/easement acquisitions other than surveying, which is included as an optional service this scope of work.

The Scope of Services will include the following:

**Task 1- Surveying Services:**

**Surveying Services- Jehle-Halstead, Inc.:**

- Research and obtain most current legal descriptions of all impacted parcels.
- Compile previous surveys of the area performed by jhi for reference
- Control Survey: Establish survey baseline along length of project with survey control points set at 200 foot intervals.
- X-Sections along length of project at 50 foot intervals. Establish thalweg at each x-section.
- Topographic survey of impacted area (approximately 10.5 acres)
- Project management/review

**NOTES:** All field data, computations and electronic drawing files submitted will be based on the Florida State Plane Coordinate System, North Zone, NAD 83/90. Elevations will be based on NAVD 88 Datum. jhi to maintain record of field notes both electronic and handwritten for submittal to the County.

**Office Locations:**

Birmingham, Foley, Mobile, Montgomery, Alabama • Chipley, Ft. Myers, Gainesville, Orlando, Pensacola, Panama City, Tampa, Florida • Atlanta, Georgia • Collinsville, Wheaton, Illinois • Baton Rouge, New Orleans, Shreveport, Slidell, Louisiana • Jackson, Mississippi • Raleigh, Wilmington, North Carolina • Harrisburg, Pennsylvania • Chattanooga, Nashville, Tennessee • Austin, Dallas-Ft. Worth, Houston, Texas • Alexandria, Chesapeake, Virginia • Washington, D.C.





**Volkert, Inc.**

6601 N. Davis Highway  
Suite 53  
Pensacola, FL 32504

Office 850.477.7485  
Fax 850.477.7517  
volkert@volkert.com

[www.volkert.com](http://www.volkert.com)

**Deliverables:**

- Signed and sealed topographical/location survey- All items to be provided in electronic (.pdf) and 2 Hard Copies.

File formats from ortho are: dsm, dwg, dxf, kml, las, ply, shp (contours) & obj.  
Individual file format without ortho stitched image are: jpeg, mp4

**Task 2- Geotechnical Services:**

**Geotechnical Services- Southern Earth Sciences:**

- 2 SPT's to 25' (100' LF of Boring)
- 6- 6' manual hand augers at locations specified by project engineer
- Site cleanup (i.e. backfilling of boreholes with soil cuttings)
- Laboratory analysis to include moisture content, Atterberg Limits and grain size analysis

**Deliverables:**

- Signed and Sealed Copy of Final Geotechnical Report- All items to be provided in Electronic (.pdf) and 2 Hard Copies.

**Task 3- Engineering Services- Volkert, Inc. / Jehle-Halstead, Inc. / Watershed Conservation Resource Center/ Hydro-Engineering Solutions LLC:**

**Engineering Services:**

- Coordination with County Staff, NFWF and Interested Stakeholders
- Preparation of QA/QC plan for the stream restoration project design
- Conduct an existing conditions assessment including visual assessment of current conditions
- Reference reach data collection upstream and downstream of the project to determine stable forms and vegetation communities that may withstand future flood events
- Coordination meeting with Escambia County after initial project assessments to discuss conceptual project options. Meeting to include key Team members including NFWF Coordinator and Stream Restoration professionals
- Develop design parameters to describe the design morphological conditions based upon existing and reference reach conditions.
- Prepare Stream Assessment Report
- Review and verify the existing Warrington drainage basin ICPR drainage model provided by Escambia County within the project area
- Develop a stream model to describe flow and sediment transport conditions expected during high flow events.
  - Hydrologic and Hydraulic Studies of Jackson Creek using county provided topographic data & existing models. Determine stream flows for 1-year through 100-year recurrence intervals. This study will be used for risk assessment of proposed improvements

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[www.volkert.com](http://www.volkert.com)

- 2-D Shear Stress and Velocity modeling using FESWMS. Determine shear and velocity hotspots and refine stream design based upon FESWMS analysis.
- Complete plans and specifications for the Creek Stabilization and Floodplain Restoration and Expansion for a 100 Year Design Storm – Basis of Design, Preliminary, and Final. The design will include evaluation of interaction between Jackson Creek and the SW/SE lakes, including previously designed diversion project, and the Jackson Creek sediment load.
- Prepare project vegetation plan
- Prepare Environmental Exhibit Drawings for the Environmental Permitting
- Basis of Design, Preliminary, and Final Plan Review Meetings with Escambia County to review project design requirements, plan review comments, budgetary restraints and grant compliance.
- Basis of Design, Preliminary and Final Plan Evaluation for Compliance with NFWF Grant/Plea Agreement
- Gantt Chart Schedule updates with each submittal – Basis of Design, Preliminary and Final
- Cost estimates- Preliminary and Final
- Develop a Recommended Construction Sequencing report/plan. This may be developed as a separate report or part of the Construction Plans.
- Utility Coordination in accordance with the Latest Escambia County requirements
- QA/QC reviews of each submittal before it is submitted
- Prepare As-Built Certification based on Contractor provided redlines, post construction meetings and inspections

#### **Deliverables:**

- **Stream Assessment Report-** provided in Electronic (.pdf) and 2 hard copies
- **Basis of Design Submittal:** Basis of Design Plans which include preliminary Key Sheet/General Notes/Existing Area/Stream alignment/flood plain expansion area/typical creek and floodplain cross sections/Cross Sections/details - All items to be provided in Electronic (.pdf) and 2 Hard Copies.  
**Signed and Sealed Topographical Survey-** 2 Hard Copies, 1 electronic copy (.pdf)  
**Signed and Sealed Geotechnical Report-** 1 Hard Copies, 1 electronic copy (.pdf)  
**QA/QC Plan-** 1 Hard Copies, 1 electronic copy (.pdf)
- **Preliminary Design Submittal:** Preliminary Design Plans which will include Key Sheet/General Notes/Existing Area/Stream alignment/Flood plain expansion area/Typical creek and floodplain cross sections/Creek plain and profile/Cross Sections/details /Summary of Pay Items/Details/Summary of Quantities/preliminary planting plan- All items to be provided in Electronic (.pdf) and 2 Hard Copies.  
**Draft Hydrological Study-** including summary of flow estimates by recurrence- 1 Hard Copy, 1 electronic copy (.pdf)  
**Draft Cost Estimates-** 1 Hard Copy, 1 electronic copy (.pdf)  
**Draft Construction Sequencing Report-** 1 Hard Copy, 1 electronic copy (.pdf)
- **Final Design Submittal-** Final Design Plans which will include Key Sheet/General Notes/Existing Area/Stream alignment/Flood plain expansion area/Typical creek and floodplain cross sections/Creek plain and profile/Cross Sections/details /Summary of Pay Items/Details/Summary of Quantities/planting plan - All items to be provided in Electronic(.pdf) and 2 Hard Copies.  
**Final Cost Estimate-** 1 Hard Copy, 1 electronic copy (original format and .pdf)

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Jackson, Mississippi • Raleigh, Wilmington, North Carolina • Harrisburg, Pennsylvania • Chattanooga, Nashville, Tennessee  
Austin, Dallas-Ft. Worth, Houston, Texas • Alexandria, Chesapeake, Virginia • Washington, D.C.





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**Final Hydrological Study-** including summary of flow estimates by recurrence- 1 Hard Copy, 1 electronic copy (.pdf)

**Final Construction Sequencing Report-** 1 Hard Copy, 1 electronic copy (.pdf)

- **As-Built/Closeout-** As-Built Certification based on Contractor provided redlines, post construction meetings and inspections - 2 Hard Copies, 1 electronic copy (original format and .pdf)

**Optional Task 4- Environmental Services- Volkert, Inc.:**

- Initial site visit by Volkert Environmental. General measurements/dimensions of areas to be restored. To be performed concurrently with Engineering field visits.
- Coordination with SHPO
- Prepare project monitoring plan and adaptive management plan in accordance with the guidance provided within the GEBF full proposal guidelines
- Conduct a wetland determination based on both the USACE and the FDEP methodologies of the project limits.
- Hold pre-application meetings with USACE, FDEP/NWFWMD, and other agencies as necessary.
- Identify appropriate reference reaches.
- Prepare the permit application package
- Obtain environmental permits/approval from the USACE and the FDEP/NWFWMD.
- Permit Fees

**Deliverables:**

- Project monitoring plan- 1 Hard Copy, 1 electronic copy (.pdf)
- Project adaptive management plan- 1 Hard Copy, 1 electronic copy (.pdf)
- Wetland determination package- 1 Hard Copy, 1 electronic copy (.pdf)
- USACE permit- 1 Hard Copy, 1 electronic copy (.pdf)
- FDEP/NWFWMD permit- 1 Hard Copy, 1 electronic copy (.pdf)
- Project vegetation plan (included in plan design set)

**Optional Task 5- Surveying Services- Jehle-Halstead, Inc.:**

- Boundary Surveys on one parcel currently owned by Escambia County and 15 parcels to be acquired by Escambia County.
- UAV monitoring pre construction, during construction and post construction. During construction, Frequency of use will vary throughout the project. Milestones and higher priorities will take precedence of usage. Proposal will be based on every two weeks throughout the project. Use may be less or more during certain times of the project and dependent on client request.
- Minor Plat Amendment for Wesleyan Terrace First Addition

**Deliverables:**

- Boundary and legal descriptions for County obtained properties/easements- All items to be provided in Electronic (.pdf) and 2 Hard Copies.

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- Pre, during and post construction project UAV images. UAV images will be jpeg's. Geo-referencing will be in a geographic UTM 16N WGS84 and JHI will convert to NAD83 state plane after stitching of ortho is complete. Individual images will not be in state plane coordinates. The only way to create a stitched ortho is with an overhead angle of the desired area. During pre-construction most of the area will have thick vegetation canopy cover and this will limit ground/creek view from an overhead perspective. Pre-construction stitched ortho will be provided. Aerial individual images can be taken along the creek path under tree canopy heights with manual flight. Height under canopy will be based on vegetation density for images/video. JHI ground control points will be assigned to the ortho for better data accuracy anytime we want to fly above the canopy heights only.

File formats from ortho are: dsm, dwg, dxf, kml, las, ply, shp (contours) & obj.

Individual file format without ortho stitched image are: jpeg, mp4

#### **Optional Task 6- Engineering Services- Volkert, Inc.:**

- Prepare Bid Documents, as required, in accordance with Escambia County Requirements
- Attend one (1) pre-bid meeting with Escambia County Engineering and Purchasing Departments
- Respond to all RFI's and issue any addendums throughout the Bid Process
- Attend one (1) bid opening meeting with Escambia County Engineering and Purchasing Departments
- Tabulate Bids and make recommendation to Escambia County for apparent low bidder
- Attend one (1) Preconstruction Conference with Escambia County Staff and the selected Contractor
- Develop a FEMA No Rise Certification, if required
- Provide Construction oversight to confirm project plans implemented correctly while applying adaptive management practices to address local site conditions, to minimize risk and optimize ecological outcomes. Fees will be billed at an hourly rate.

#### **Deliverables:**

- **Escambia County Bid Documents-** provided in Electronic (.doc and .pdf) and 2 hard copies
- **FEMA No rise certificate,** if required

#### **Optional Task 7- Additional Optional Services:**

- Phase One Cultural Resource Survey (if required)
- Conduct one pre-construction and one post-construction bio assessment, including stream condition index and stream habitat assessment, in accordance with FDEP methodology to evaluate the macroinvertebrate community and the biological activity in the stream. Historic stream data for Jackson Creek collected by FDEP, if available, will be collected prior to performing the pre-construction bio assessment and will be included in the report. The post construction bio assessment will be performed in the summer or fall of the year with a minimum of six months after construction is complete.

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**Deliverables:**

- Phase One Cultural Resource Survey report, if required- 1 Hard Copy, 1 electronic copy (.pdf)
- One pre-construction and one post-construction bio assessment report- 1 Hard Copy, 1 electronic copy (.pdf)

**Fees:** In accordance with included man-hour fee proposal.

**Schedule:** Work will be scheduled upon receipt of authorization and will continue until complete in order to meet the agreed upon schedule.

Should you have any questions or comments, please give me a call.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Warnke", is written over a horizontal line. The signature is fluid and cursive.

Mike Warnke, P.E.  
Project Manager  
**Volkert, Inc.**

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Exhibits A - C

PROPOSED RATES FOR VOLKERT, INC.

TO: Mike Warnke  
FROM: Shawn Justice  
DATE: July 21, 2017  
CLIENT: Escambia County, FL  
RATE FORMAT: FDOT Lump Sum  
PROJECT: Jackson Creek

<b>POSITION</b>	<b>LOADED HOURLY RATE</b>		
Principal	\$226.40	2016 OH	159.7700%
Supervisor	\$176.36	FCCM	0.5050%
Project Manager	\$154.05	Direct Expense	5.9900%
Staff II Professional	\$122.18	OM	28.0000%
Staff I Professional	\$81.40	Labor	100.0000%
CADD Tech	\$100.10		
Sr Designer	\$112.22	Multiplier	2.9427

# Exhibits A - C

## Manhour Estimate for Professional Services PD 16-17.044- Jackson Creek Floodplain Restoration and Expansion Project

<b>Task 1- Surveying Services</b>	<b>Principle</b>	<b>Supervisor</b>	<b>Project Manager</b>	<b>Staff 2 Prof.</b>	<b>Staff 1 Prof.</b>	<b>Senior Designer</b>	<b>Designer/C AD Tech</b>
1 Coordination	0	0	1	0	0	0	0
<b>Total</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

<b>Task 2- Geotechnical Services</b>	<b>Principle</b>	<b>Supervisor</b>	<b>Project Manager</b>	<b>Staff 2 Prof.</b>	<b>Staff 1 Prof.</b>	<b>Senior Designer</b>	<b>Designer/C AD Tech</b>
1 Coordination	0	0	1	0	0	0	0
<b>Total</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

<b>Task 3- Engineering Services</b>	<b>Principle</b>	<b>Supervisor</b>	<b>Project Manager</b>	<b>Staff 2 Prof.</b>	<b>Staff 1 Prof.</b>	<b>Senior Designer</b>	<b>Designer/C AD Tech</b>
1 Coordination w/ Escambia County Staff, NFWF and Stakeholders	0	0	1	2	4	0	0
2 QA/QC Plan	0	0	2	2	0	0	0
3 Existing Conditions Assessment	0	0	2	4	4	0	0
4 Reference reach data collection	0	0	0	4	4	0	0
5 Coordination Meeting w/ Escambia County after initial project assessments to discuss conceptual project options	0	0	2	6	0	0	0
6 Develop design parameters	0	0	0	2	4	0	0
7 Develop and prepare Stream Assessment Report	0	0	2	10	30	0	0
8 Review and verify existing Warrington drainage basin model	0	0	2	4	8	0	0
9 Develop Stream Model	0	0	0	2	24	0	0
10 Hydrologic and Hydraulic studies of Jackson Creek	0	0	0	8	8	0	0
11 2-D Shear Stress and Velocity Modeling	0	0	0	4	4	0	0
12 Basis of Design Plan Development	0	0	3	24	40	0	24
13 Basis of Design Plan QA/QC and NFWF Grant Plea Agreement review	0	0	2	4	0	0	0
14 Basis of Design Plan Review Meeting	0	0	2	2	0	0	0
15 Preliminary Plan Development	0	0	6	32	46	0	60
16 Preliminary Plan QA/QC and NFWF Grant Plea Agreement review	0	0	2	4	0	0	0
17 Preliminary Plan Review Meeting	0	0	2	2	0	0	0
18 Final Plan Development	0	0	4	24	26	0	24
19 Final Plan QA/QC and NFWF Grant Plea Agreement review	0	0	2	4	0	0	0
20 Final Plan Review Meeting	0	0	2	2	0	0	0
21 Prepare Vegetation Plan	0	0	0	24	8	0	0
22 Prepare Environmental Exhibit Drawings for the Environmental Permitting	0	0	0	2	0	0	6
23 Cost Estimates/Quantities	0	0	2	10	25	0	20
24 Develop and prepare Construction Sequencing Plan	0	0	1	2	12	0	2
25 Utility Coordination	0	0	2	2	2	0	0
26 As-Built Certifications	0	0	2	2	2	0	8
<b>Total</b>	<b>0</b>	<b>0</b>	<b>46</b>	<b>188</b>	<b>251</b>	<b>0</b>	<b>144</b>

<b>Optional Task 4- Environmental Services</b>	<b>Principle</b>	<b>Supervisor</b>	<b>Project Manager</b>	<b>Staff 2 Prof.</b>	<b>Staff 1 Prof.</b>	<b>Senior Designer</b>	<b>Designer/C AD Tech</b>
1 Coordination w/ Escambia County Staff and SHPO	0	0	0	4	0	0	0
2 Initial Site Visit	0	0	0	8	0	0	0
3 Prepare project monitoring plan and adaptive management plan	0	0	0	40	0	0	0
4 Conduct wetland determination	0	0	0	32	0	0	0
5 Pre-application Meetings	0	0	0	16	0	0	0
6 Identify reference reaches	0	0	0	8	0	0	0
7 Permit application packages	0	0	0	40	0	0	0
8 Obtain Environmental Permits	0	0	0	20	0	0	0
9 QA/QC reviews	0	0	8	0	0	0	0
<b>Total</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>168</b>	<b>0</b>	<b>0</b>	<b>0</b>

<b>Optional Task 5- Surveying Services</b>	<b>Principle</b>	<b>Supervisor</b>	<b>Project Manager</b>	<b>Staff 2 Prof.</b>	<b>Staff 1 Prof.</b>	<b>Senior Designer</b>	<b>Designer/C AD Tech</b>
1 Coordination	0	0	0	0	0	0	0
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

<b>Optional Task 6- Engineering Services</b>	<b>Principle</b>	<b>Supervisor</b>	<b>Project Manager</b>	<b>Staff 2 Prof.</b>	<b>Staff 1 Prof.</b>	<b>Senior Designer</b>	<b>Designer/C AD Tech</b>
1 Preparation of Bid Documents	0	0	2	3	3	0	0
2 Bidding Services	0	0	6	6	3	0	0
3 FEMA No Rise Certification	0	0	4	8	40	0	10
<b>Total</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>17</b>	<b>46</b>	<b>0</b>	<b>10</b>

<b>Optional Task 7- Additional Optional Services- Phase 1 Cultural Resource Survey</b>	<b>Principle</b>	<b>Supervisor</b>	<b>Project Manager</b>	<b>Staff 2 Prof.</b>	<b>Staff 1 Prof.</b>	<b>Senior Designer</b>	<b>Designer/C AD Tech</b>
1 Phase 1 Cultural Resource Survey- Coordination	0	0	0	4	0	0	0
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>

<b>Optional Task 7- Additional Optional Services- Bio Assessment</b>	<b>Principle</b>	<b>Supervisor</b>	<b>Project Manager</b>	<b>Staff 2 Prof.</b>	<b>Staff 1 Prof.</b>	<b>Senior Designer</b>	<b>Designer/C AD Tech</b>
1 Pre-Construction and Post-Construction Bio Assessment- Coordination	0	0	0	4	0	0	0
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>

Exhibits A - C

**Cost Estimate for Basic Services**  
**PD 16-17.044- Jackson Creek Floodplain Restoration and Expansion Project**

<b>Task 1- Surveying Services</b>	<b>Rate</b>	<b>Manhour</b>	<b>Cost</b>
Principle	\$226.40	0	\$0.00
Supervisor	\$176.36	0	\$0.00
Project Manager	\$154.05	1	\$154.05
Staff 2 Professional	\$122.18	0	\$0.00
Staff 1 Professional	\$81.40	0	\$0.00
Senior Designer	\$112.22	0	\$0.00
Designer/CAD Tech	\$100.10	0	\$0.00
<b>Total Direct Labor</b>			<b>\$154.05</b>
<b>Other Services</b>			
<b>Surveying Services- JHI</b>			<b>\$21,500.00</b>
<b>Total Task 1 Estimate</b>			<b>\$21,654.05</b>

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<b>Task 2- Geotechnical Services</b>	<b>Rate</b>	<b>Manhour</b>	<b>Cost</b>
Principle	\$226.40	0	\$0.00
Supervisor	\$176.36	0	\$0.00
Project Manager	\$154.05	1	\$154.05
Staff 2 Professional	\$122.18	0	\$0.00
Staff 1 Professional	\$81.40	0	\$0.00
Senior Designer	\$112.22	0	\$0.00
Designer/CAD Tech	\$100.10	0	\$0.00
<b>Total Direct Labor</b>			<b>\$154.05</b>
<b>Other Services</b>			
<b>Geotechnical Services- SESI</b>			<b>\$7,720.00</b>
<b>Total Task 2 Estimate</b>			<b>\$7,874.05</b>

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<b>Task 3- Engineering Services</b>	<b>Rate</b>	<b>Manhour</b>	<b>Cost</b>
Principle	\$226.40	0	\$0.00
Supervisor	\$176.36	0	\$0.00
Project Manager	\$154.05	46	\$7,086.30
Staff 2 Professional	\$122.18	188	\$22,969.84
Staff 1 Professional	\$81.40	251	\$20,431.40
Senior Designer	\$112.22	0	\$0.00
Designer/CAD Tech	\$100.10	144	\$14,414.40
<b>Total Direct Labor</b>			<b>\$64,901.94</b>
<b>Other Services</b>			
<b>Hydro Engineering Solutions- 2D Modeling</b>			<b>\$15,000.00</b>
<b>WCRC- Matt Van Epps- QA/QC</b>			<b>\$14,000.00</b>
<b>Task 3 Estimate</b>			<b>\$93,901.94</b>

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**Total(Base Services)= \$123,430.04**

Exhibits A - C

<b>Optional Task 4- Environmental Services</b>	<b>Rate</b>	<b>Manhour</b>	<b>Cost</b>
Principle	\$226.40	0	\$0.00
Supervisor	\$176.36	0	\$0.00
Project Manager	\$154.05	8	\$1,232.40
Staff 2 Professional	\$122.18	168	\$20,526.24
Staff 1 Professional	\$81.40	0	\$0.00
Senior Designer	\$112.22	0	\$0.00
Designer/CAD Tech	\$100.10	0	\$0.00
<b>Total Direct Labor</b>			<b>\$21,758.64</b>
<b>Other Services</b>			
<b>EPR Permit Fees</b>			<b>\$1,500.00</b>
<b>Optional Task 4 Estimate</b>			<b>\$23,258.64</b>

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<b>Optional Task 5- Surveying Services</b>	<b>Rate</b>	<b>Manhour</b>	<b>Cost</b>
Principle	\$226.40	0	\$0.00
Supervisor	\$176.36	0	\$0.00
Project Manager	\$154.05	0	\$0.00
Staff 2 Professional	\$122.18	0	\$0.00
Staff 1 Professional	\$81.40	0	\$0.00
Senior Designer	\$112.22	0	\$0.00
Designer/CAD Tech	\$100.10	0	\$0.00
<b>Total Direct Labor</b>			<b>\$0.00</b>
<b>Other Services</b>			
<b>Boundary Surveys for Acquired Parcels(Each)</b>		<b>\$400 each</b>	<b>TBD</b>
<b>UAV Monitoring(each Flight)</b>		<b>\$1,570.00 each</b>	<b>TBD</b>
<b>Plat Amednment for Wesleyan Terrace First Addition</b>			<b>\$1,000.00</b>
<b>Optional Task 5 Estimate</b>			<b>TBD</b>

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<b>Optional Task 6- Engineering Services</b>	<b>Rate</b>	<b>Manhour</b>	<b>Cost</b>
Principle	\$226.40	0	\$0.00
Supervisor	\$176.36	0	\$0.00
Project Manager	\$154.05	12	\$1,848.60
Staff 2 Professional	\$122.18	17	\$2,077.06
Staff 1 Professional	\$81.40	46	\$3,744.40
Senior Designer	\$112.22	0	\$0.00
Designer/CAD Tech	\$100.10	10	\$1,001.00
<b>Total Direct Labor</b>			<b>\$8,671.06</b>
<b>Other Services</b>			
<b>Total Task 6 Estimate</b>			<b>\$8,671.06</b>

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Exhibits A - C

**Construction Oversight Services(Optional)**

**PD 16-17.044- Jackson Creek Floodplain Restoration and Expansion Project**

<b>Optional Task 6- Engineering Services- Construction Oversight(Estimated at 20 Weeks)</b>			
	<b>Rate</b>	<b>Man-hour</b>	<b>Cost</b>
Project Manager	\$157.05	60	\$9,423.00
Staff 2 Professional	\$124.56	100	\$12,456.00
Staff 1 Professional	\$82.98	100	\$8,298.00
<b>Sub-Total</b>			<b>\$30,177.00</b>

**EST**

Exhibits A - C

<b>Optional Task 7- Additional Optional Services- Phase 1 Cultural Resouce Study</b>	<b>Rate</b>	<b>Manhour</b>	<b>Cost</b>
Principle	\$226.40	0	\$0.00
Supervisor	\$176.36	0	\$0.00
Project Manager	\$154.05	0	\$0.00
Staff 2 Professional	\$122.18	4	\$488.72
Staff 1 Professional	\$81.40	0	\$0.00
Senior Designer	\$112.22	0	\$0.00
Designer/CAD Tech	\$100.10	0	\$0.00
<b>Total Direct Labor</b>			<b>\$488.72</b>
<b>Other Services</b>			
<b>SEARCH- Cultural Resource Study</b>			<b>\$12,714.69</b>
<b>Total Task 5 Estimate</b>			<b>\$13,203.41</b>

LS

<b>Optional Task 7-Additional Optional Services- Bio Assesment</b>	<b>Rate</b>	<b>Manhour</b>	<b>Cost</b>
Principle	\$226.40	0	\$0.00
Supervisor	\$176.36	0	\$0.00
Project Manager	\$154.05	0	\$0.00
Staff 2 Professional	\$122.18	4	\$488.72
Staff 1 Professional	\$81.40	0	\$0.00
Senior Designer	\$112.22	0	\$0.00
Designer/CAD Tech	\$100.10	0	\$0.00
<b>Total Direct Labor</b>			<b>\$488.72</b>
<b>Other Services</b>			
<b>Matrix New World Engineering</b>			<b>\$31,820.00</b>
<b>Total Task 5 Estimate</b>			<b>\$32,308.72</b>

LS

Exhibits A - C

**EXHIBIT 1**

Scope of Services - Surveying  
Escambia County Solicitation Identification Number PD 16-17.044  
Jackson Creek Floodplain Restoration & Expansion Project

TASK 1 Research and obtain most current Legal Descriptions of all impacted parcels. Compile previous surveys performed by jhi and others for reference.  
Subtotal .....\$850.00

TASK 2 Control Survey: Establish survey baseline along length of project with survey control points set at 200 foot intervals.  
Subtotal .....\$5,550.00

TASK 3 X-Sections along length of project at 50 foot intervals. Establish thalweg at each x-section.  
Subtotal ..... \$5,350.00

TASK 4 Topographic survey of impacted area (approximately 10.5 acres) including improvements associated with Wesleyan Terrace First Addition that may need relocation.  
Subtotal ..... \$8,050.00

TASK 5 Project Management/Review  
Subtotal ..... \$1,700.00

OPTIONAL ITEMS

TASK 1 Boundary Surveys on one parcel currently owned by Escambia County and additional parcels to be acquired by Escambia County for the project.  
Each..... \$400.00

TASK 2 Photographic and video UAV monitoring pre construction, during construction and post construction. Bi-weekly manually flying below canopy cover, if accessible. Coverage is UAV flight hourly cost of the 1,800' stream bed only. Does not include the overall 10.5 acres.  
Each flight..... \$1,570.00

TASK 3 Addendum to Plat of Wesleyan Terrace First Addition  
Each..... \$1000.00

## SESI Proposal P17-180.06

Jackson Creek Stream Restoration - Reduced Scope  
Pensacola, FL



Service	Unit Rate	Quantity	Units	Price	Comments
<b>Field Services</b>					
Mobilization	\$ 600.00	1	ea	\$ 600.00	drill rig and crew mobilization
Mileage - Rig Travel			mile		
Mileage - Crew Travel			mile		
SPT 0-50 feet	\$ 12.50	50	ft	\$ 625.00	
SPT 50-75 feet			ft		
SPT 75-100 feet			ft		2 SPT's to 25'
SPT 100-150 feet			ft		
SPT 150-200 feet			ft		
Extra SPT Tests	\$ 15.00	6	ea	\$ 90.00	
Concrete Cores/ Agg Pre-drill			ea		
Asphalt/Concrete Patch			ea		
Manual Auger Borings	\$ 150.00	6	ea	\$ 900.00	6 - 6' HA's in Stream Bottom
Shelby Tubes			ea		
CPT <sub>u</sub> Soundings			ft		
CPT <sub>s</sub> Seismic Soundings			ft		
CPT <sub>u</sub> w/ Direct Push Samples			ft		
Double Ring Infiltration Tests			ea		
Monitoring wells for SHGW			ea		
Subcontract Clearing			day		NA - provided by contractor
Survey Test Locations for Clearin			hr		provided by Volkert
Difficult Moving/Access	\$ 250.00	4	hr	\$ 1,000.00	tracking drill rig
Site Specific Safety			hr		
				<b>Subtotal \$ 3,215.00</b>	
<b>Laboratory Testing</b>					
Moisture Content	\$ 5.00	10	ea	\$ 50.00	
Atterberg Limits	\$ 75.00	5	ea	\$ 375.00	
#200 Washes	\$ 30.00	10	ea	\$ 300.00	
UU Triaxial			ea		
Gain Size Analysis	\$ 40.00	12	ea	\$ 480.00	Grain Size for Stream HA's
UD Sample Prep			ea		
Unconfined Compression			ea		
California Bearing Ratio			ea		
Sample Prep and Extrusion			ea		
				<b>Subtotal \$ 1,205.00</b>	
<b>Prof and Staff Services</b>					
Field Engineer	\$ 100.00	8	hr	\$ 800.00	coordination/layout
Staff Engineer	\$ 100.00	12	hr	\$ 1,200.00	reporting
Professional Engineer	\$ 125.00	8	hr	\$ 1,000.00	Data Review
Principal Engineer			hr		
gINT/CAD Tech	\$ 50.00	6	hr	\$ 300.00	drafting
Project Management - QA/QC			hr		
Engineer Travel			mile		
				<b>Subtotal \$ 3,300.00</b>	
<b>Total SESI Fees</b>				<b>\$ 7,720.00</b>	



A DIVISION OF HYDRO, LLC

July 18, 2017

Mr. Andrew James, PE  
Project Manager  
Volkert, Inc  
1680 West 2<sup>nd</sup> Street  
Gulf Shores, AL 36542

Re: Jackson Creek Two Dimensional Modeling

Dear Andrew

Per our phone conversation our scope for this project is to perform two-dimensional modeling using FESWMS of the existing conditions, 30%, 60% and 100% design surfaces for the 25-year and 100-year (or flood of record) discharges. We will provide shear stress and velocity contours to the designer for each of the runs to help reduce risk in the design. The cost for this is a lump sum fee of \$15,000. If you should need anything else please do not hesitate to call or email.

Sincerely,

A handwritten signature in blue ink, appearing to read "John E. Curry", is written over a light blue rectangular background.

John E. Curry, PE  
President

## Exhibits A - C



The WCRC will provide the following professional services to Volkert, Inc. in order to achieve project goals and objectives based on sub-tasks identified under Task 3 in the Volkert, Inc scope of work for the Jackson Creek Floodplain Restoration and Expansion Project – Scope of Services document.

### Task 3 Engineering Services

*Conduct an existing conditions assessment including visual assessment of current conditions:* The WCRC will directly participate in the assessment of existing conditions at the site and provide experienced based input into the evaluation of the existing conditions. From this evaluation, the WCRC will be able to provide expertise into various design elements of the stream restoration design plan that will be based on natural channel design principals. Additionally, the site visit will allow the WCRC to review stream morphology survey data and provide feedback about Rosgen Stream Classification typing, bankfull determinations, and overall stream morphology characteristics.

*Reference reach data collection upstream and downstream of the project to determine stable forms and vegetation communities that may withstand future flood events:* The WCRC will participate directly in data collection activities associated with reference reach stream morphology analysis. The WCRC will provide technical guidance in the field to ensure that reference reach data collection activities and data will provide effective design guidance.

*Develop design parameters to describe the design morphological conditions based upon existing and reference reach conditions:* The WCRC will review reference reach and existing conditions data for accuracy and for logical errors and provide support in developing design parameters based on the geomorphologic data to be used for the restoration plan.

*Prepare stream assessment report:* The WCRC will provide input and review of the stream assessment report. A review of the stream geomorphology analysis will be performed to insure reported data is consistent with project needs.

*QA/QC Plan Reviews-* The WCRC will provide QA/QC plan reviews for each submittal set prior to submittal to the county.

For the work outlined above the WCRC will be compensated an amount of not to exceed \$14,000, including travel and incidental expenses.



July 13, 2017

Mr. Brett Gaar  
Volkert, Inc.  
1680 West Second Street  
Gulf Shores, Alabama  
Brett.gaar@volkert.com  
O: 251-968-7551

**Re: Jackson Creek Restoration Cultural Resources Assessment Survey  
Escambia County, Florida**

### **Technical Summary**

SEARCH is pleased to submit this technical summary and cost proposal to Mr. Brett Gaar of Volkert, Inc. for a Phase I Cultural Resources Assessment Survey (CRAS) of an approximate 11-acre stream restoration tract in Escambia County, Florida. The survey tract is a wooded area situated along Jackson Creek in southern Escambia County within Township 2 South, Range 30 West, Section 34, as depicted on the *West Pensacola, Florida and Alabama* USGS 7.5-minute topographic map. A cursory review of the Florida Master Site File indicates no previously documented archaeological sites or other resources are plotted within the project tract. However, no formal cultural resources investigations have occurred in the project area or immediate vicinity.

The survey and resulting report will be conducted in accordance with the Florida Division of Historical Resources (FDHR) guidelines (Module 3, Guidelines for Use for Historic Preservation Professionals) for cultural resources investigations, which require review and acceptance by the FDHR (State Historic Preservation Office). In compliance with state guidelines, the investigation will consist of archival/historical background research, field survey, laboratory analysis (as necessary), and technical report preparation. In addition, SEARCH will prepare all project material, including artifacts, field notes, digital images, and mapping data for curation at the repository designated by the client. The project objectives are to document any cultural resources (including previously documented and undocumented sites) within the survey tract and provide adequate information for preliminary assessment of their National Register of Historic Places (NRHP) eligibility. Results of this investigation will be the basis for recommendations made in a comprehensive technical report regarding any additional work that may be necessary in consideration for significant cultural resources. This report will be submitted to the State Historic Preservation Office (SHPO) and any relevant lead federal agencies and Native American Tribes for comment on the survey findings and recommendations.

All work will be carried out in compliance with all relevant state and federal cultural resources legislation and guidelines including but not limited to Section 106 of the National Historic



Preservation Act [NHPA], 36 CFR Part 800, and Chapter 267, *Florida Statutes*. All supervisory personnel proposed for the project meet or exceed the Secretary of Interior's Professional Qualification Standards for the applicable Historic Preservation discipline (i.e. archaeologist, historian, architectural historian). A brief description of the project tasks follow.

**Archival/Historical Background Research** will primarily include a review of the Florida Master Site File in Tallahassee, and any pertinent files archived and stored at various on-line and/or physical repositories of information (e.g., local or regional libraries, historical societies, tax collectors offices). The site file examination will recover data concerning previously recorded archaeological sites (e.g., site forms, relevant reports, and map data) within and near the study area. Background research will also include review of primary and secondary documentation including historic maps, aerial photographs, tax records, local histories, technical reports, land patents, and other similar data, to provide information regarding past use of the project tract.

**Field Investigation** methods will be consistent with Florida cultural resources investigation guidelines, and will account for any archaeological sites present in the project area. The archaeological survey will use systematic pedestrian and subsurface survey to determine the presence (or absence) of archaeological sites and other cultural resources across the project area. SEARCH estimates that there are varying degrees of probability for archaeological sites on the project tract. High probability zones include portions of the tract near the previously recorded resource and/or where elevations are higher with relatively good natural soil drainage in close proximity (ca. 200 meters) of fresh water. Moderate probability zones include elevated locations where viable fresh water sources lie beyond 200 meters and/or have poorly drained soils. Low probability areas include low terrain that is wet or that have very poorly drained soils and/or exhibit severe disturbance. Further research prior to fieldwork and observation of field conditions during the survey will require some adjustments in the level of effort.

Soils from shovel tests will be screened through standard ¼-inch (0.63 cm) hardware mesh. Shovel tests will be excavated to a minimum depth of 100 cm (39 in) or until culturally sterile soil, impenetrable substrate (e.g., clay or dense modern fill), or the water table is reached. Where archaeological materials are encountered site boundaries will be determined by additional shovel tests excavated at a reduced interval of 10 to 15 meters (33 to 49 ft). Any artifacts encountered will be recovered on a selective basis based on their ability to produce information useful for better understanding the site. Information pertaining to artifacts not collected, including location, type, material class, and count, will be noted on field forms. Collected artifacts will be stored in resealable polyethylene bags labeled with site information including the site designation, provenience information, the date, and researcher's initials. All shovel test positions, cultural resource locations, and other significant features will be mapped with the aid of a hand held Global Positioning System (GPS) receiver and plotted on the appropriate USGS topographic map and recent aerial photograph. In addition, sketch maps detailing site boundaries and natural and cultural features will be drawn. Crew personnel will keep daily field notes describing project area conditions and details of any sites encountered. All sites will be photographed to the extent necessary to adequately convey the nature of their setting and condition.



**Laboratory Analysis** will include cleaning and identification of all recovered artifacts. Sufficient analyses of the artifacts will be conducted to determine the age and possible function of any archaeological sites identified. These data are necessary to provide adequate information for providing preliminary NRHP eligibility recommendations for archaeological sites in the project tract. The artifacts and/or project paperwork will be prepared for curation as directed by the client. SEARCH's cost estimate assumes that no curation fee will be required by any curation facility selected by the client. State site documentation forms will be completed and submitted to the SHPO as part of report preparation.

**Report Preparation** entails the production of a document that describes the activities undertaken and the results of these investigations. The report will follow FDHR guidelines and will minimally include a management summary, introduction, cultural and environmental overview, methods, results, and conclusions and recommendations. The project area, shovel test locations, and any archaeological sites encountered will be depicted on project maps. Any cultural resources documented will be described in detail and will include individual site plan maps. Using data compiled during background research, field investigations, and laboratory analyses, the project's Principal Investigator will make a NRHP assessment recommendation for all archaeological sites and architectural resources documented during the survey. The report will also include management recommendations (e.g., avoidance or mitigation) for any significant cultural resources in the project area. This task includes preparation of state site forms (as necessary) and a state survey log sheet.

### **Assumptions**

#### Mobilization/Demobilization

- The Client will notify SEARCH of any environmental or physical hazards that may exist in the project area.

#### Fieldwork

- Fieldwork will be conducted during one field session; additional return trips at the request of the client or any involved agencies will be considered a project change.
- The Client will facilitate access to the survey tract.

#### Report Preparation

- Requests for deliverables in addition to those agreed upon in a formal contract will be considered a project change. This includes additional report copies, interim reports, report sections, progress reports, technical memoranda, digital media (including GIS data), press releases, or agency or Tribal correspondence.
- SEARCH will receive all comments from all reviewers for the draft report as one submittal. Additional comment submittals will be considered a project change.

#### Meetings

- No meeting public hearing attendance will be conducted outside of telephonic kick off



meeting/Notice to Proceed.

- Consultation with federally recognized Native American Tribes will not be the responsibility of SEARCH under this scope of work.

#### Permits

- SEARCH anticipates that no special use or research permits will be required by the city, county, or other local governmental entity. Additional work to coordinate permits will be considered a project change.

#### Curation

- SEARCH assumes no fee will be required for curation of artifacts, project-related paperwork, and other project materials.

#### **Cost**

Based on the information gathered from the Client and from cursory background review, SEARCH's cost estimate for the Phase I CRAS survey in support of the Jackson Creek Restoration Project is **\$12,714.69**.

We appreciate the opportunity to work with you on this project. If you have any questions or need additional information, please call me at 850-607-2846.

Sincerely,

A handwritten signature in black ink, appearing to read "Elizabeth J. Chambliss", is located below the "Sincerely," text.

Beth Chambliss, M.S., RPA  
Senior Project Manager  
beth@searchinc.com

**VIA ELECTRONIC MAIL**

[brett.gaar@volkert.com](mailto:brett.gaar@volkert.com)  
[paige.felts@volkert.com](mailto:paige.felts@volkert.com)

July 14, 2017

Ms. Paige Collins Felts  
Environmental Project Manager  
Volkert, Inc.  
1680 West Second Street, Suite B  
Gulf Shores, AL 36542

**Re: Scope of Work and Cost Estimate  
Pre- and Post-Restoration Stream Condition Index Bioassessments of Jackson Creek  
Pensacola, Escambia County, Florida  
Matrix Proposal No. P17-621**

Dear Ms. Felts:

Matrix New World Engineering (Matrix) is pleased to submit this scope of work and cost estimate to Volkert, Inc. to conduct pre- and post-stream construction/restoration bioassessments of an 1,800-foot reach of Jackson Creek located between N. Old Corry Field Road and its confluence with Bayou Chico in Pensacola, Florida. The Florida Department of Environmental Protection (FDEP) developed the Stream Condition Index (SCI) as a standard for determining stream ecosystem health within the state of Florida. Utilizing the SCI in this context will provide valuable information on the current ecological health of the stream in its presently altered and degraded state and more importantly the increase in ecological health once the stream reach has been restored. This scope of work follows the all FDEP Standard Operating Procedures (SOP) in the collection, taxonomic laboratory processing, data analysis and reporting for assessing two (2), 100-meter reaches of Jackson Creek with one assessment area being within the upstream edge of the restoration project and the second assessment area within the downstream edge of the restoration.

**Scope of Work**

***Task 1.0A Field Assessment – Pre-Construction/Restoration***

Matrix biologists (FDEP audited and approved) will perform assessments at (2) 100-m reaches of Jackson Creek following the most recent revisions of FDEP SOP SCI 1000, SCI Primer (DEP-SAS-001/11), FT 1000, FT 3001, FT3100 and related field forms. This includes documenting physical/chemical characteristics of the assessed stream reaches as well as documenting the habitat presently available to the aquatic macro-invertebrate community. The biologists will perform 20 discrete 0.5m sweeps with a D-Frame Net (No. 30 mesh) and the biological samples will be transferred into 1-gallon, wide-mouth plastic jars for preservation in 10% buffered formalin. Sample jars will be labeled with site specific information as well as the number of sweeps for each

habitat type and the number of containers per sample. Macroinvertebrate taxonomic analysis of the samples will be provided following all FDEP Laboratory SOP and Quality Assurance standards by Barry A. Vittor and Associates located in Mobile, Alabama. Samples will be hand delivered by Matrix biologists to the taxonomic laboratory. Following the receipt of the taxonomic analysis data from the laboratory, Matrix will provide a data review and data report including all required indices and scores for the assessment sites.

Field Assessment and Data Report: \$9,690.00

Taxonomic Laboratory Analysis: \$3,680.00

**Estimated Cost to Complete Task 1.0A: \$13,370.00**

***Task 1.0B Field Assessment – Post-Construction/Restoration***

Matrix biologists will return to the restored reaches of Jackson Creek approximately six (6) months following the completion of the restoration activities to reproduce the biological assessments on the restored stretches. The post-construction assessments will be conducted at the same locations and in the same manner and scope as the pre-construction assessments to compare and indicate anticipated stream and aquatic ecosystem health increase from pre-restoration conditions.

Field Assessment and Data Report: \$9,690.00

Taxonomic Laboratory Analysis: \$3,680.00

**Estimated Cost to Complete Task 1.0B: \$13,370.00**

***Task 2.0 – Final Report***

Following the post-construction assessment and sample analysis, Matrix can provide a full comparative evaluation report on the SCI and macroinvertebrate community within the restored reach of Jackson Creek. This will include comparison of the standard indices and matrix requirements of FDEP as well as a discussion of the physical, chemical, and habitat improvements observed in the field. The anticipated cost to compile and produce this final report is listed as a separated Task in this scope as it may not be required or necessary.

**Estimated Cost to Complete Task 2.0: \$5,080.00**

**Schedule**

Matrix can commence work within ten business days upon receipt of notice to proceed and finalization of any contract or master service agreement as required by Volkert. Scheduling of the sampling events will be weather dependent and rainfall dependent as streams cannot be sampled following extreme drought or high flow events.

Communication with Volkert regarding the coordination of the field assessment schedule will be necessary for both pre- and post-assessment events.

Matrix proposes to perform the scope of work outlined in **Task 1.0** and **Task 2.0** of this proposal for a total estimated cost of **\$31,820.00**. Should Volkert decide to not task Matrix with a final comparative report (**Task 2.0**), then the estimated cost of **Task 2.0** can be removed from this cost proposal. Should it become apparent during the project that additional tasks, level of effort, or additional site visits are required beyond the scope of work detailed here, Matrix will advise Volkert and will proceed only upon concurrence and on agreement upon any project budget amendments that may be required. Matrix will provide Volkert with cost estimates for any additional tasks determined to be necessary.

Matrix appreciates the opportunity to provide Volkert, Inc. with this scope of work and cost estimate. If you have any questions or require additional information, please do not hesitate to contact me at (225) 304-1563 or by email [sroy@matrixnewworld.com](mailto:sroy@matrixnewworld.com).

Sincerely,



Sarah Roy  
Marine Services Manager



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**Electronic Submittal & Selection Process**  
**Escambia County, FL**

ID/Sol No. PD 16-17.044  
 Name Jackson Creek Floodplain Restoration & Expansion Project  
 Type Shortlist  
 Evaluations Due Not Defined

[Print](#)

	<u>Dewberry Engineers Inc. d/b/a Dewberry   Preble-Rish</u>	<u>DRMP, Inc.</u>	<u>Volkert, Inc. (CORPORATE)</u>	<u>Amec Foster Wheeler Environment &amp; Infrastructure, Inc.</u>
<input checked="" type="checkbox"/> Cooper Saunders	78	77	80	84
<input checked="" type="checkbox"/> Brent Wipf	78	72	88	82
<input checked="" type="checkbox"/> Chips Kirschenfeld	84	85	85	85
<input checked="" type="checkbox"/> Horace Jones	80	84	85	83
<input checked="" type="checkbox"/> Dana Morton	53	83	82	43
<input type="checkbox"/> Paul Nobles	.	.	.	.
<b>Grand Total</b>	<b>373</b>	<b>401</b>	<b>420</b>	<b>377</b>
<b>Average Score</b>	<b>74.6</b>	<b>80.2</b>	<b>84.0</b>	<b>75.4</b>
<b>Progressive Rank</b> (Cummulative Position)	<b>4</b> (17)	<b>2</b> (12)	<b>1</b> (8)	<b>3</b> (13)

(83% Complete)

[Post Scores](#)



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**Electronic Submittal & Selection Process**  
**Escambia County, FL**

Committee Member **Cooper Saunders** Role **Project Manager**

Evaluation Stage **Shortlist**

Project **[PD 16-17.044] Jackson Creek Floodplain Restoration & Expansion Project**

**SCORE SHEET**

<b>Selection Criteria [SHORTLIST]</b>	<b>Pts</b>	<b>Dewberry Engineers Inc. d/b/a Dewberry   Preble-Rish</b>	<b>DRMP, Inc.</b>	<b>Volkert, Inc. (CORPORATE)</b>	<b>Amec Foster Wheeler Environment &amp; Infrastructure, Inc.</b>
Experience with Stream Stabilization/Restoration, Environmental Restoration, Stormwater/Drainage Modeling and Design, and Environmental Permitting: Experience with project specific design and permitting requirements should be considered. Experience successfully designing and permitting projects within flowing streams and adjacent riparian areas should be a key consideration. Firm should document previous completion of any related successful projects.	<b>25</b>	<b>19</b>	<b>18</b>	<b>20</b>	<b>22</b>
Past Record and Performance, Background Experience, and Technical Expertise of Firm and Individual Team Members: Past records of performance shall be considered. Consultant evaluation records should be positive. Any previous negative consultant evaluations should result in significantly lower scores. A previous working relationship with Escambia County should not be considered a prerequisite for selection. A positive record of performance may also be demonstrated within the firm's submittal. Record of performance should be clearly documented. Qualifications of the firm and individual team members shall be considered with respect to the project specific GSA codes identified above. GSA codes identified as primary shall be considered as minimum criteria. The firms capability to use survey data proved by the Escambia County Survey Division shall also be considered a minimum requirement in selection. Disciplines identified by GSA codes as secondary shall not be considered as minimum qualifications. Expertise in these secondary disciplines should result in higher scores.	<b>25</b>	<b>19</b>	<b>18</b>	<b>20</b>	<b>20</b>
Ability to Meet Project Specific Goals: Project is funded by the National Fish and Wildlife Foundation (NFWF) Gulf Environmental Benefit Fund (GEBF). The purpose of this project is to benefit natural resources of the Gulf Coast that were impacted by the 2010 Deepwater Horizon Oil Spill. Project is required to be consistent	<b>25</b>	<b>18</b>	<b>18</b>	<b>18</b>	<b>18</b>

grant proposal and with terms of Gulf Plea Agreements.					
Ability to Meet Project Specific Schedule and be Readily Accessible: Project timeline is controlled by terms and conditions as determined by grant funding agreement. Ability to meet project specific schedule should be considered. Project team members should be readily accessible to respond as necessary to avoid unnecessary delays.	<b>15</b>	<b>13</b>	<b>14</b>	<b>14</b>	<b>14</b>
Recent and Current Workload: Recent and current workload should be considered. Factors when determining score should include: number of recent and active County projects, value of recent and active County projects. Recent and current workload should be evaluated with respect to the size of the firm. The intent of this criterion is to provide a fair distribution of projects without overloading any one firm.	<b>10</b>	<b>9</b>	<b>9</b>	<b>8</b>	<b>10</b>
<b>Total(s)</b>	<b>100</b>	<b>78</b>	<b>77</b>	<b>80</b>	<b>84</b>
<b>Rank</b>		<b>3</b>	<b>4</b>	<b>2</b>	<b>1</b>

**FIRM NOTES (if any)**



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**Electronic Submittal & Selection Process**  
**Escambia County, FL**

Committee Member **Brent Wipf** Role **Member**

Evaluation Stage **Shortlist**

Project **[PD 16-17.044] Jackson Creek Floodplain Restoration & Expansion Project**

**SCORE SHEET**

<b>Selection Criteria [SHORTLIST]</b>	<b>Pts</b>	<b>Dewberry Engineers Inc. d/b/a Dewberry   Preble-Rish</b>	<b>DRMP, Inc.</b>	<b>Volkert, Inc. (CORPORATE)</b>	<b>Amec Foster Wheeler Environment &amp; Infrastructure, Inc.</b>
Experience with Stream Stabilization/Restoration, Environmental Restoration, Stormwater/Drainage Modeling and Design, and Environmental Permitting: Experience with project specific design and permitting requirements should be considered. Experience successfully designing and permitting projects within flowing streams and adjacent riparian areas should be a key consideration. Firm should document previous completion of any related successful projects.	<b>25</b>	<b>18</b>	<b>16</b>	<b>22</b>	<b>22</b>
Past Record and Performance, Background Experience, and Technical Expertise of Firm and Individual Team Members: Past records of performance shall be considered. Consultant evaluation records should be positive. Any previous negative consultant evaluations should result in significantly lower scores. A previous working relationship with Escambia County should not be considered a prerequisite for selection. A positive record of performance may also be demonstrated within the firm's submittal. Record of performance should be clearly documented. Qualifications of the firm and individual team members shall be considered with respect to the project specific GSA codes identified above. GSA codes identified as primary shall be considered as minimum criteria. The firms capability to use survey data proved by the Escambia County Survey Division shall also be considered a minimum requirement in selection. Disciplines identified by GSA codes as secondary shall not be considered as minimum qualifications. Expertise in these secondary disciplines should result in higher scores.	<b>25</b>	<b>20</b>	<b>20</b>	<b>22</b>	<b>24</b>
Ability to Meet Project Specific Goals: Project is funded by the National Fish and Wildlife Foundation (NFWF) Gulf Environmental Benefit Fund (GEBF). The purpose of this project is to benefit natural resources of the Gulf Coast that were impacted by the 2010 Deepwater Horizon Oil Spill. Project is required to be consistent	<b>25</b>	<b>16</b>	<b>12</b>	<b>20</b>	<b>12</b>

grant proposal and with terms of Gulf Plea Agreements.					
Ability to Meet Project Specific Schedule and be Readily Accessible: Project timeline is controlled by terms and conditions as determined by grant funding agreement. Ability to meet project specific schedule should be considered. Project team members should be readily accessible to respond as necessary to avoid unnecessary delays.	<b>15</b>	<b>14</b>	<b>14</b>	<b>14</b>	<b>14</b>
Recent and Current Workload: Recent and current workload should be considered. Factors when determining score should include: number of recent and active County projects, value of recent and active County projects. Recent and current workload should be evaluated with respect to the size of the firm. The intent of this criterion is to provide a fair distribution of projects without overloading any one firm.	<b>10</b>	<b>10</b>	<b>10</b>	<b>10</b>	<b>10</b>
<b>Total(s)</b>	<b>100</b>	<b>78</b>	<b>72</b>	<b>88</b>	<b>82</b>
<b>Rank</b>		<b>3</b>	<b>4</b>	<b>1</b>	<b>2</b>

**FIRM NOTES (if any)**



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**Electronic Submittal & Selection Process**  
**Escambia County, FL**

Committee Member **Chips Kirschenfeld** Role **Member**

Evaluation Stage **Shortlist**

Project **[PD 16-17.044] Jackson Creek Floodplain Restoration & Expansion Project**

**SCORE SHEET**

<b>Selection Criteria [SHORTLIST]</b>	<b>Pts</b>	<b>Dewberry Engineers Inc. d/b/a Dewberry   Preble-Rish</b>	<b>DRMP, Inc.</b>	<b>Volkert, Inc. (CORPORATE)</b>	<b>Amec Foster Wheeler Environment &amp; Infrastructure, Inc.</b>
Experience with Stream Stabilization/Restoration, Environmental Restoration, Stormwater/Drainage Modeling and Design, and Environmental Permitting: Experience with project specific design and permitting requirements should be considered. Experience successfully designing and permitting projects within flowing streams and adjacent riparian areas should be a key consideration. Firm should document previous completion of any related successful projects.	<b>25</b>	<b>19</b>	<b>20</b>	<b>20</b>	<b>20</b>
Past Record and Performance, Background Experience, and Technical Expertise of Firm and Individual Team Members: Past records of performance shall be considered. Consultant evaluation records should be positive. Any previous negative consultant evaluations should result in significantly lower scores. A previous working relationship with Escambia County should not be considered a prerequisite for selection. A positive record of performance may also be demonstrated within the firm's submittal. Record of performance should be clearly documented. Qualifications of the firm and individual team members shall be considered with respect to the project specific GSA codes identified above. GSA codes identified as primary shall be considered as minimum criteria. The firms capability to use survey data proved by the Escambia County Survey Division shall also be considered a minimum requirement in selection. Disciplines identified by GSA codes as secondary shall not be considered as minimum qualifications. Expertise in these secondary disciplines should result in higher scores.	<b>25</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>20</b>
Ability to Meet Project Specific Goals: Project is funded by the National Fish and Wildlife Foundation (NFWF) Gulf Environmental Benefit Fund (GEBF). The purpose of this project is to benefit natural resources of the Gulf Coast that were impacted by the 2010 Deepwater Horizon Oil Spill. Project is required to be consistent	<b>25</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>20</b>

grant proposal and with terms of Gulf Plea Agreements.					
Ability to Meet Project Specific Schedule and be Readily Accessible: Project timeline is controlled by terms and conditions as determined by grant funding agreement. Ability to meet project specific schedule should be considered. Project team members should be readily accessible to respond as necessary to avoid unnecessary delays.	<b>15</b>	<b>15</b>	<b>15</b>	<b>15</b>	<b>15</b>
Recent and Current Workload: Recent and current workload should be considered. Factors when determining score should include: number of recent and active County projects, value of recent and active County projects. Recent and current workload should be evaluated with respect to the size of the firm. The intent of this criterion is to provide a fair distribution of projects without overloading any one firm.	<b>10</b>	<b>10</b>	<b>10</b>	<b>10</b>	<b>10</b>
<b>Total(s)</b>	<b>100</b>	<b>84</b>	<b>85</b>	<b>85</b>	<b>85</b>
<b>Rank</b>		<b>4</b>	<b>1</b>	<b>2</b>	<b>3</b>

**FIRM NOTES (if any)**



**GovernmentForms.manager™**  
**Electronic Submittal & Selection Process**  
**Escambia County, FL**

Committee Member **Horace Jones** Role **Member**

Evaluation Stage **Shortlist**

Project **[PD 16-17.044] Jackson Creek Floodplain Restoration & Expansion Project**

<b>SCORE SHEET</b>		<b>Dewberry Engineers Inc. d/b/a Dewberry   Preble-Rish</b>	<b>DRMP, Inc.</b>	<b>Volkert, Inc. (CORPORATE)</b>	<b>Amec Foster Wheeler Environment &amp; Infrastructure, Inc.</b>
<b>Selection Criteria [SHORTLIST]</b>	<b>Pts</b>				
Experience with Stream Stabilization/Restoration, Environmental Restoration, Stormwater/Drainage Modeling and Design, and Environmental Permitting: Experience with project specific design and permitting requirements should be considered. Experience successfully designing and permitting projects within flowing streams and adjacent riparian areas should be a key consideration. Firm should document previous completion of any related successful projects.	<b>25</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>20</b>
Past Record and Performance, Background Experience, and Technical Expertise of Firm and Individual Team Members: Past records of performance shall be considered. Consultant evaluation records should be positive. Any previous negative consultant evaluations should result in significantly lower scores. A previous working relationship with Escambia County should not be considered a prerequisite for selection. A positive record of performance may also be demonstrated within the firm's submittal. Record of performance should be clearly documented. Qualifications of the firm and individual team members shall be considered with respect to the project specific GSA codes identified above. GSA codes identified as primary shall be considered as minimum criteria. The firms capability to use survey data proved by the Escambia County Survey Division shall also be considered a minimum requirement in selection. Disciplines identified by GSA codes as secondary shall not be considered as minimum qualifications. Expertise in these secondary disciplines should result in higher scores.	<b>25</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>20</b>
Ability to Meet Project Specific Goals: Project is funded by the National Fish and Wildlife Foundation (NFWF) Gulf Environmental Benefit Fund (GEBF). The purpose of this project is to benefit natural resources of the Gulf Coast that were impacted by the 2010 Deepwater Horizon Oil Spill. Project is required to be consistent	<b>25</b>	<b>20</b>	<b>22</b>	<b>25</b>	<b>23</b>

grant proposal and with terms of Gulf Plea Agreements.					
Ability to Meet Project Specific Schedule and be Readily Accessible: Project timeline is controlled by terms and conditions as determined by grant funding agreement. Ability to meet project specific schedule should be considered. Project team members should be readily accessible to respond as necessary to avoid unnecessary delays.	<b>15</b>	<b>10</b>	<b>12</b>	<b>10</b>	<b>10</b>
Recent and Current Workload: Recent and current workload should be considered. Factors when determining score should include: number of recent and active County projects, value of recent and active County projects. Recent and current workload should be evaluated with respect to the size of the firm. The intent of this criterion is to provide a fair distribution of projects without overloading any one firm.	<b>10</b>	<b>10</b>	<b>10</b>	<b>10</b>	<b>10</b>
<b>Total(s)</b>	<b>100</b>	<b>80</b>	<b>84</b>	<b>85</b>	<b>83</b>
<b>Rank</b>		<b>4</b>	<b>2</b>	<b>1</b>	<b>3</b>

**FIRM NOTES (if any)**



**GovernmentForms.manager™**  
**Electronic Submittal & Selection Process**  
**Escambia County, FL**

Committee Member **Dana Morton** Role **Member**

Evaluation Stage **Shortlist**

Project **[PD 16-17.044] Jackson Creek Floodplain Restoration & Expansion Project**

**SCORE SHEET**

<b>Selection Criteria [SHORTLIST]</b>	<b>Pts</b>	<b>Dewberry Engineers Inc. d/b/a Dewberry   Preble-Rish</b>	<b>DRMP, Inc.</b>	<b>Volkert, Inc. (CORPORATE)</b>	<b>Amec Foster Wheeler Environment &amp; Infrastructure, Inc.</b>
Experience with Stream Stabilization/Restoration, Environmental Restoration, Stormwater/Drainage Modeling and Design, and Environmental Permitting: Experience with project specific design and permitting requirements should be considered. Experience successfully designing and permitting projects within flowing streams and adjacent riparian areas should be a key consideration. Firm should document previous completion of any related successful projects.	<b>25</b>	<b>10</b>	<b>20</b>	<b>23</b>	<b>10</b>
Past Record and Performance, Background Experience, and Technical Expertise of Firm and Individual Team Members: Past records of performance shall be considered. Consultant evaluation records should be positive. Any previous negative consultant evaluations should result in significantly lower scores. A previous working relationship with Escambia County should not be considered a prerequisite for selection. A positive record of performance may also be demonstrated within the firm's submittal. Record of performance should be clearly documented. Qualifications of the firm and individual team members shall be considered with respect to the project specific GSA codes identified above. GSA codes identified as primary shall be considered as minimum criteria. The firms capability to use survey data proved by the Escambia County Survey Division shall also be considered a minimum requirement in selection. Disciplines identified by GSA codes as secondary shall not be considered as minimum qualifications. Expertise in these secondary disciplines should result in higher scores.	<b>25</b>	<b>15</b>	<b>20</b>	<b>22</b>	<b>10</b>
Ability to Meet Project Specific Goals: Project is funded by the National Fish and Wildlife Foundation (NFWF) Gulf Environmental Benefit Fund (GEBF). The purpose of this project is to benefit natural resources of the Gulf Coast that were impacted by the 2010 Deepwater Horizon Oil Spill. Project is required to be consistent	<b>25</b>	<b>10</b>	<b>22</b>	<b>19</b>	<b>8</b>

grant proposal and with terms of Gulf Plea Agreements.					
Ability to Meet Project Specific Schedule and be Readily Accessible: Project timeline is controlled by terms and conditions as determined by grant funding agreement. Ability to meet project specific schedule should be considered. Project team members should be readily accessible to respond as necessary to avoid unnecessary delays.	<b>15</b>	<b>10</b>	<b>12</b>	<b>10</b>	<b>8</b>
Recent and Current Workload: Recent and current workload should be considered. Factors when determining score should include: number of recent and active County projects, value of recent and active County projects. Recent and current workload should be evaluated with respect to the size of the firm. The intent of this criterion is to provide a fair distribution of projects without overloading any one firm.	<b>10</b>	<b>8</b>	<b>9</b>	<b>8</b>	<b>7</b>
<b>Total(s)</b>	<b>100</b>	<b>53</b>	<b>83</b>	<b>82</b>	<b>43</b>
<b>Rank</b>		<b>3</b>	<b>1</b>	<b>2</b>	<b>4</b>

**FIRM NOTES (if any)**

**PD 16-17.044, Jackson Creek Floodplain Restoration & Expansion Project  
Ranking Meeting**

Juan Lemos

Amec Foster Wheeler Environment & Infrastructure, Inc.	2
Dewberry Engineers, Inc.	4
DRMP, Inc.	3
Volkert, Inc.	1

Cooper Saunders

Amec Foster Wheeler Environment & Infrastructure, Inc.	1
Dewberry Engineers, Inc.	2
DRMP, Inc.	3
Volkert, Inc.	Did not attend

Chips Kirschenfeld

Amec Foster Wheeler Environment & Infrastructure, Inc.	1
Dewberry Engineers, Inc.	2
DRMP, Inc.	4
Volkert, Inc.	3

Brent Wipf

Amec Foster Wheeler Environment & Infrastructure, Inc.	2
Dewberry Engineers, Inc.	3
DRMP, Inc.	4
Volkert, Inc.	1

**Motion**

Volkert, Inc.	1
Amec Foster Wheeler Environment & Infrastructure, Inc.	2
Dewberry Engineers, Inc.	3
DRMP, Inc.	4



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

**AI-12900**

**County Administrator's Report 10. 29.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/21/2017

**Issue:** Combined General Liability – Professional Criminal Justice Service (CJS) Operations, and Professional Liability (Medical Malpractice) for the Jail

**From:** Robert Dye, Division Manager

**Organization:** Asst County Administrator - Lovoy

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning General Liability, and Professional (Medical Malpractice) Insurance for the Jail - Robert Dye, Manager, Risk Management Office

That the Board take the following action concerning insurance for the Escambia County Jail:

A. Approve the payment to USI Insurance Services, LLC, for the combined General Liability - Professional Criminal Justice Service Operations Insurance Policy, written through AB Risk (Wholesale Broker) and issued by Brit Global Specialty USA, effective October 1, 2017, through September 30, 2018, in the amount of \$513,870, with a \$100,000 deductible; and

B. Approve the payment to USI Insurance Services, LLC, for the Professional Liability (Medical Malpractice) Insurance Policy, written through AB Risk (Wholesale Broker) and issued through Pro-Praxis Insurance and underwritten by Certain Underwriters at Lloyd's, effective October 1, 2017, through September 30, 2018, in the amount of \$69,335, with a \$50,000 deductible until an inner aggregate limit of \$105,000 is reached at which time the deductible is \$15,000.

[Funding: Fund 501, Internal Service, Cost Center 140835, Object Code 54501]

**BACKGROUND:**

Operation of the Escambia County jail under the Board of County Commissioners makes it necessary for the Board to purchase the above mentioned insurance policies. The General Liability premium increased \$16,266 due to the loss exposure related to an increase in the average daily inmate population. The Medical Malpractice premium increased by \$1,881 due to the loss exposure related to an increase in the average daily inmate population.

**BUDGETARY IMPACT:**

Funding: Fund 501, Internal Service, Cost Center 140835, Object Code 54501

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

Risk Management will be the Contract Administrator.

**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 by the Board of County Commissioners, a purchase order will be issued to provide payment for services rendered from the contract.

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**Attachments**

GL Quote

Medical Malpractice Quote

Declined Markets

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Brit Global Specialty USA  
 9375 E. Shea Blvd., Suite 100, Scottsdale, AZ 85260

**Criminal Justice Service Operations**

Binder #:  Policy #: 0

<b>BRIT</b> <small>GLOBAL SPECIALTY USA</small>	<b>COMBINED GL/PROFESSIONAL - CRIMINAL JUSTICE SERVICE OPERATIONS</b>	<b>QUOTE</b>
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Quote Date: 11-Sep-2017 Quotes valid for 30 days Renewal Of: CJ10024016  
 Broker: AB Risk Attention: Keith Becker, CPCU, ARM  
 Insured: Board of County Commissioners Escambia County (Jail Operations Only)  
 Mailing Add: 221 Palafox Place, Suite 200 City Pensacola State FL Zip 32502  
 Facility Add: See Schedule  
 Operations: See Schedule Policy From: 1-Oct-2017 To: 1-Oct-2018

**Policy Aggregate Limit** \$ 10,000,000

**Criminal Justice Liability Limits by Coverage Part:**

Coverage A – BI/PD Limit \$ 5,000,000  
     Products / Completed Operations Aggregate \$ 5,000,000  
     Damage to Premises Rented to You Sub-limit \$ 100,000  
 Coverage B – Personal & Advertising Injury Limit \$ 5,000,000  
 Coverage C – Medical Expense Limit – Any One Person \$ 1,000  
 Professional Liability Limits \$ 5,000,000

**Sexual Misconduct Endorsement**

\$ 1,000,000 Each Occurrence Sub-limit  
 \$ 1,000,000 Aggregate Sub-limit  
 \$ 100,000 Deductible  
 Occurrence  Claims Made  
 Retro Date: **1-Oct-2013**

Deductible: \$ 100,000 Including Loss Adjustment Expense (LAE) Defense Costs Are In Addition To Policy Limits

Per occurrence if coverage is on an occurrence basis.

Per claim if coverage is on a claims made basis

**OPTIONAL COVERAGE PARTS:**

Limited Health Care Services Endorsement  
 Claims Made Retro Date:       N/A        
Not Covered Each Occurrence Sub-limit  
Not Covered Aggregate Sub-limit  
Not Covered Deductible - Per Claim  
 \*\*\*\* EXCLUDES Punitive Damages

Employment Related Practices Liability Cov. Part  
 Claims Made Retro Date:       N/A        
Not Covered Occurrence Sub-limit  
Not Covered Aggregate Sub-limit  
Not Covered Deductible Per Claim  
 \*\*\*\* EXCLUDES Punitive Damages  
**Defense Costs Are Inside The Policy Limits**

Employee Benefits Liability Coverage Part  
 Claims Made Retro Date:       N/A        
Not Covered Occurrence Sub-limit  
Not Covered Aggregate Sub-limit  
Not Covered Deductible Per Claim

Stop Gap – Employers Liability Coverage Part  
 Occurrence  
Not Covered BI By Accident – Each Accident  
Not Covered BI By Disease – Aggregate Limit  
Not Covered BI Disease – Each Employee

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

*Criminal Justice Service Operations*

**SPECIAL TERMS AND CONDITIONS/EXCLUSIONS:**

Includes: Civil Rights Violations, Professional Liability Policy has no exclusion for Punitive Damages, Assault & Battery; Incidental Medical Malpractice for employed Nurses, Counselors or Psychologists on a Claims Made and Reported Form. Retro Date: 10/01/2013.

Excludes: AIDS/HIV, Asbestos, Lead, Nuclear Energy, Terrorism, Any type or form of Fungus, including clean-up and associated costs or expenses. A Designated Premise and/or Operations Endorsement will be on the policy.

Policy Premium: \$	513,835	Minimum & Deposit	State FL
Optional Terrorism Premium: \$	25,692	Optional	Premium \$513,835.00
Inspection Fee: \$	-	Fully Earned	Carrier Fee \$35.00
Policy Fee: \$	35	Fully Earned	Surplus Lines Tax #N/A
Surplus Line Tax:		Broker's Responsibility	Stamping Fee #N/A
Stamping Fee:		Broker's Responsibility	Total Premium, Taxes & Fees
Total Premium & Fee: \$	<u>539,562</u>		\$513,870.00

Insurance Company: Brit Global Specialty USA on behalf of certain Underwriters at Lloyd's (Brit Syndicate 2987) BEST'S RATING: A Superior

- A signed BRIT GLOBAL SPECIALTY application within 10 days of binding.
- Signed Terrorism Rejection form must accompany request to bind.
- A 25% Minimum Earned Premium Endorsement.
- A Service of Suit Endorsement
- Incidents involving suicide and or attempted suicide will be sublimited to \$1,000,000 and have a \$100,000 deductible
- Warrant Separate Medical Malpractice coverage be carried by the jail with limits not less than \$1m Occ and \$3m Agg.
- The Medical Malpractice Policy must be primary and non-contributory to any other insurance.
- Subject to continued progress on recommendations.
- Auditable bed rate is \$304. Last year the bed rate was \$320. Credit given for improved loss control.

Brit Global Specialty USA Underwriter:  
 Michael L. Davis, CIC

**NOTICE:** This document is a(n): **QUOTE**

**If this document is a Quote:** Acceptance by the Insured's Representative (Broker) on behalf of the Insured confirms that the broker has fully explained the terms, conditions and form to the Insured. The terms and conditions of this quote may not be as broad as first requested by the Broker and the explanations herein are incomplete and are intended to be only an outline of the terms and conditions of the policy. There are NO FLAT CANCELLATIONS after binding. All risks are subject to inspection. Broker must notify us of any premium financing. Quotes are valid for 30 days. If Underwriters receive any new information after this document is issued that reflects any material change in the underwriting exposure, we may at our option withdraw or modify the quotation at any time prior to Underwriters' acceptance of the binder. In the event of a material change, Underwriters may at their sole discretion, modify and/or withdraw this quotation even if the quotation has already been accepted by the insured.

**If this document is a Binder:** This binder is a temporary contract of insurance pending issuance of a policy. It is subject to all of the terms and conditions of the policy intended to replace this contract. Upon issuance of the replacing policy, this binder shall be null and void from inception.

**If this document is an Indication:** This is an indication only. Coverage may not be bound until approved by a Brit Global Specialty USA Underwriter.

**POLICYHOLDER DISCLOSURE  
NOTICE OF TERRORISM INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURER'S LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

PLEASE ALSO BE AWARE THAT YOUR POLICY DOES NOT PROVIDE COVERAGE FOR ACTS OF TERRORISM THAT ARE NOT CERTIFIED BY THE SECRETARY OF THE TREASURY.

**Acceptance or Rejection of Terrorism Insurance Coverage**

You must accept or reject this insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act, before the effective date of this policy. Your coverage cannot be bound unless our representative has received this form signed by you on behalf of all insureds with all premiums due.

**Coverage acceptance.**

I hereby elect to purchase coverage for certified acts of terrorism, as defined in Section 102(1) of the Act for a prospective annual premium of           \$25,692          . I understand that I will not have coverage for losses resulting from any non-certified acts of terrorism.

OR

**Coverage rejection.**

I hereby decline to purchase coverage for certified acts of terrorism, as defined in Section 102(1) of the Act. I understand that I will not have coverage for any losses arising from certified or non-certified acts of terrorism.

<p style="text-align: center;"><b>Policyholder/Applicant's Signature</b> <b>Must be person authorized to sign for all insureds.</b></p>	<p style="text-align: center;">Certain Underwriters at Lloyd's (Brit Syndicate 2987) <b>Insurance Company</b></p>
<p style="text-align: center;"><b>Print Name</b></p>	<p style="text-align: center;">0 <b>Policy Number</b></p>
<p style="text-align: center;">Board of County Commissioners Escambia County (Jail Operations Only) <b>Named Insured</b></p>	<p style="text-align: center;"><b>Submission Number</b></p>
<p style="text-align: center;"><b>Date</b></p>	<p style="text-align: center;">AB Risk <b>Producer Name</b></p>
	<p style="text-align: center;"><b>Street Address</b></p>
	<p style="text-align: center;"><b>City, State, Zip</b></p>

**The producer shown above is the wholesale insurance broker your local insurance agent used to place your insurance coverage with us. Please discuss this Disclosure with your agent before signing.**



SURPLUS LINES PRODUCERS ACKNOWLEDGMENT

Brit Global Specialty USA  
9375 E. Shea Blvd., Suite 100, Scottsdale, AZ 85260

Michael L. Davis, CIC

E-Mail: [susan.thomson@britinsurance.com](mailto:susan.thomson@britinsurance.com)

RE: Board of County Commissioners Escambia County (Jail Operations Only)  
POLICY NO.: 0  
Return To: Brit Global Specialty USA  
ATTN: Elena Brandt  
Date: 09/11/2017

This policy is being written on a surplus lines (or non-admitted) basis. It is YOUR responsibility to arrange for the filing and payment of all applicable surplus lines taxes and fees. In addition, the submitting producer must make sure that the issuance of the policy complies with all countersignature and disclosure requirements as applicable.

Please return a copy of this document acknowledging that all surplus lines filings will be completed in full compliance with all applicable state surplus lines laws, regulations, and procedures.

**PLEASE PRINT OR TYPE**

Name of Individual or Office holding Surplus Lines License: \_\_\_\_\_  
Address of Individual or Office: \_\_\_\_\_

Surplus Lines License Number used in actual filing: \_\_\_\_\_  
State of Filing: \_\_\_\_\_

I ACKNOWLEDGE RESPONSIBILITY FOR THE PAYMENT AND FILING OF ALL APPLICABLE STATE TAXES AND FEES ON THE CAPTIONED POLICY. I CERTIFY THAT ALL SURPLUS LINES FILINGS WILL BE COMPLETED IN FULL COMPLIANCE WITH ALL APPLICABLE STATE LAWS, REGULATIONS, AND PROCEDURES, INCLUDING BUT NOT LIMITED TO, AFFIXING ALL REQUIRED BROKER AND BROKER LICENSING INFORMATION ON ALL RELEVANT DOCUMENTS.

Confirmation Signature of Individual Broker: \_\_\_\_\_

Date: \_\_\_\_\_

PLEASE RETURN TO: Brit Global Specialty USA, (at address above) in original, by fax or email scanned copy to: [June.Smith@britinsurance.com](mailto:June.Smith@britinsurance.com)

## ATTENTION AGENTS & BROKERS

It is our underwriting requirement  
that we have a signed application  
in file.

Please take a couple of minutes NOW and  
forward the signed application. If we are  
successful and secure an order to bind  
coverage, we will have the SIGNED  
APPLICATION on file and much time and  
energy will be saved for all.

Brit Global Specialty USA  
9375 E. Shea Blvd., Suite 100, Scottsdale, AZ 85260

*Criminal Justice Service Operations*

09/11/2017

Board of County Commissioners Escambia County (Jail Operations Only)

## **SCHEDULE OF LOCATIONS**

Loc #	Address	Occupancy
1	2935 N L Street, Pensacola, FL,	Jail
2	1211 W Fairfield Drive, Pensacola, FL, 32501	Work Release
3	601 Highway 297A, Cantonment, FL, 32533	Road Prison
4	(Walton County Jail) 796 Triple G Road, DeFuniak Springs, FL, 32433	Jail
		0
		0



	Propraxis (Expiring)	Propraxis	Beazley	Hiscox	Arch
<b>Coverage Term Highlights</b>					
<b>Policy Period</b>	10/01/2016 - 10/01/2017	10/01/2017 - 10/01/2018	10/01/2017 - 10/01/2018	10/01/2017 - 10/01/2018	10/01/2017 - 10/01/2018
<b>AM Best Rating</b>	A	A	A	A	A
<b>Status</b>	Excess and Surplus Lines	Excess and Surplus Lines	Excess and Surplus Lines	Excess and Surplus Lines	Excess and Surplus Lines
<b>Limits of Liability and Self Insured Retention</b>					
<b>Medical Professional Liability</b>					
<b>Each Claim</b>	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
<b>Aggregate Limit</b>	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000
<b>Sexual Misconduct Coverage</b>	\$250,000/\$250,000 Erodes the Professional Liability Aggregate	\$1,000,000/\$1,000,000 Erodes the Professional Liability Aggregate	No Cover Given	\$250,000/\$250,000 Erodes the Professional Liability Aggregate	No Cover Given
<b>Retention/Deductible</b>	\$7,500	Split Deductible \$15,000 Per Claim PLUS \$35,000 Per Claim Until \$105,000 inner aggregate deductible is eroded by claims between \$15,000 and \$50,000 After erosion of the \$105,000, then deductible is \$15,000 per claim.	\$100,000	\$50,000	\$100,000
<b>Deductible Aggregate</b>	None	\$105,000 Inner Aggregate Deductible See explanation above and Endorsement 8	N/A	N/A	N/A
<b>Policy Type</b>	Claims Made	Claims Made	Claims Made	Claims Made	Claims Made
<b>Retroactive Date</b>	8/1/2009	8/1/2009	8/1/2009	8/1/2009	8/1/2009
<b>Total Policy Aggregate Limit</b>	Professional Liability: \$3,000,000	Professional Liability: \$3,000,000	Professional Liability: \$3,000,000	Professional Liability: \$3,000,000	Professional Liability: \$3,000,000
<b>Key Policy Terms</b>					
<b>Treatment of Defense Expense</b>	Defense in addition to the limit of liability	Defense expenses within the Limits of Liability	Defense expenses within the Limits of Liability	Defense expenses within the Limits of Liability	Defense expenses within the Limits of Liability
<b>Sexual misconduct</b>	We will defend Sexual Misconduct Claims applicable to this exclusion until admission of guilt or final adjudication during a criminal proceeding. If any Insured committed the conduct specified above, or if such actions are imputed to the Named Insured, such Insured will reimburse the Insurer for any Defense Expenses advanced to the Insured.	We will defend Sexual Misconduct Claims applicable to this exclusion until admission of guilt or final adjudication during a criminal proceeding. If any Insured committed the conduct specified above, or if such actions are imputed to the Named Insured, such Insured will reimburse the Insurer for any Defense Expenses advanced to the Insured.	Excluded	We will defend Sexual Misconduct Claims applicable to this exclusion until admission of guilt or final adjudication during a criminal proceeding. If any Insured committed the conduct specified above, or if such actions are imputed to the Named Insured, such Insured will reimburse the Insurer for any Defense Expenses advanced to the Insured.	We will defend Sexual Misconduct Claims applicable to this exclusion until admission of guilt or final adjudication during a criminal proceeding. If any Insured committed the conduct specified above, or if such actions are imputed to the Named Insured, such Insured will reimburse the Insurer for any Defense Expenses advanced to the Insured.
<b>Claims Trigger</b>	Incident Sensitive	Incident Sensitive	Incident Sensitive	Incident Sensitive	Incident Sensitive
<b>Punitive Damages</b>	Where insurable by law with most favorable venue language up to the full policy limits	Where insurable by law with most favorable venue language up to the full policy limits	Where insurable by law with most favorable venue language up to the full policy limits	Where insurable by law with most favorable venue language up to the full policy limits	Silent
<b>Medical Director</b>	Coverage Provided	Coverage Provided	Coverage Provided	Coverage Provided	Coverage Provided
<b>Physicians</b>	Coverage Provided (Per Schedule)	Coverage Provided (Per Schedule)	Coverage Provided (Per Schedule)	Coverage Provided (Per Schedule)	Coverage Provided (Per Schedule)
<b>Civil Rights Violation</b>	Provided that such is the result of receiving professional services	Provided that such is the result of receiving professional services	N/A	N/A	N/A
<b>Notice of Cancellation</b>	60 days, 10 days for non-payment	60 days, 10 days for non-payment	60 days, 10 days for non-payment	60 days, 10 days for non-payment	60 days, 10 days for non-payment
<b>Minimum Earned Premium</b>	25%	25%	25%	25%	25%
<b>Premium and Financial Information</b>					
<b>Premium</b>	\$67,454.00	\$65,585.00	\$112,391.00	\$129,000.00	\$94,000.00
<b>Risk Management Fee</b>	N/A	\$3,750.00	N/A	N/A	N/A
<b>Total</b>	<b>\$67,454.00</b>	<b>\$69,335.00</b>	<b>\$112,391.00</b>	<b>\$129,000.00</b>	<b>\$94,000.00</b>

**Subject To**

More Details on Tillman

**THIS POLICY IS NOT SUBJECT TO THE PROTECTION OF ANY GUARANTY ASSOCIATION IN THE EVENT OF LIQUIDATION OR RECEIVERSHIP OF THE INSURER.**

(This summary is to provide guidance on general insurance policy terms and conditions. The actual policy must be relied upon)

## Robert E. Dye

---

**From:** Robert Bender <Robert.Bender@usi.com>  
**Sent:** Monday, September 11, 2017 1:19 PM  
**To:** Robert E. Dye  
**Cc:** Stuart Freeman; Jill Davis  
**Subject:** List of Jail GL/PL Declinations

Bob,

Please find the list of markets who declined to quote the jail GL/PL policy below.

Ace/Chubb	Declined
Admiral	Declined
Arch	Declined
Axis	Declined
AIG	Declined
XL Caitlin	Declined
Travelers	Declined
SwissRE	Declined
Norcal	Declined
Hiscox	Declined
Beazley	Declined
HCC	Declined
Great American	Declined
Genesis	Declined
Ironshore	Declined
Pioneer	Declined
Tokio Marine	Declined

Robert

***Robert Bender***

Account Manager

***USI Insurance Services, LLC***  
3 W Garden Street, Suite 416  
Pensacola, FL 32502

☎: 850.483.8716 | 📠: 205-969-5176

🌐: [www.usi.com](http://www.usi.com) | ✉: [Robert.Bender@usi.com](mailto:Robert.Bender@usi.com)

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

AI-12908

County Administrator's Report 10. 30.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/21/2017

Issue: Security Officer Services for Entrances of the M.C. Blanchard Judicial Center and the T. Bruno Juvenile Center

From: Will Moore, Chief Deputy Court Administrator

Organization: Court Administration

CAO Approval:

---

**RECOMMENDATION:**

Recommendation Concerning the Provision of Security Services at the Entrances of the M.C. Blanchard Judicial Center and the Theodore F. Bruno Juvenile Justice Center - Will Moore, Chief Deputy Court Administrator, Court Administration

That the Board approve and authorize the Chairman to sign, subject to Legal sign-off, the Agreement for Security Officer Services between Escambia County, Florida, and Dynamic Security, Services, Inc., for Security Officer Services at the entrances for the following locations: the M.C. Blanchard Judicial Center and the Theodore F. Bruno Juvenile Justice Center.

[Funding: Fund 115, Court Security Article V, Cost Center 410505, Object Code 53401, Other Contractual Services]

**BACKGROUND:**

Approval of the Dynamic Security, Inc. Contract for Security Officer services is necessary to provide continuous security services at the entrances of the M.C. Blanchard Judicial Center and the T. Bruno Juvenile Center. These services are imperative to ensure security not only to courthouse personnel but also for members of the public entering and exiting these facilities.

**BUDGETARY IMPACT:**

The impact to the General Revenue Fund is as follows:

The estimated yearly cost for security officer services with Dynamic Security, Inc. at the two facilities is \$451,000.00.

[Funding: Fund 115, Court Security Article V, Cost Center (CC) 410505, Object Code (OC) 53401 Other Contractual Services]

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney, prepared the Agreement. The Agreement was emailed to Dynamic Security Services, Inc., for original signature.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

---

**Attachments**

Agreement for Security Officer Services

Dynamic Security, Inc. Quote

Solicitation E-mail and Scope of Work

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## AGREEMENT FOR SECURITY OFFICER SERVICES

**THIS AGREEMENT** is made and entered into by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Dynamic Security Services, Inc. (hereinafter referred to as "Contractor"), a foreign for profit corporation authorized to conduct business in the State of Florida, Federal Employer Identification Number 63-0743754, whose principal address is 1102 Woodward Avenue, Muscle Shoals, AL 35661.

### WITNESSETH:

**WHEREAS**, an Invitation to Bidders was issued seeking the services of a contractor to perform security officer services for the M.C. Blanchard Judicial Center and the Theodore F. Bruno Juvenile Justice Center located in Pensacola, Florida; and

**WHEREAS**, the Contractor was the most responsive and responsible bidder proposing to provide such services; and

**WHEREAS**, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. **Recitals.** The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Term.** The term of this Agreement shall commence on November 1, 2017, and expire on September 30, 2018. Upon mutual agreement of the parties, the agreement may be renewed for four (4) successive twelve (12) month periods.
3. **Scope.** Contractor agrees to perform in accordance with the terms and conditions as outlined in the scope of services, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.
4. **Compensation.** In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor in accordance with the Cost Proposal, attached hereto as **Exhibit B**.
5. **Method of Payment/Billing.** Contractor may submit invoices to the County on a monthly basis. Invoices shall reflect the amount due and owing for the value of items received and accepted with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.
6. **Termination.** This Agreement may be immediately terminated for cause by County or terminated for convenience upon providing thirty (30) days' written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days' written

notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination.

7. Indemnification. Contractor shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees, and affiliates, from and against any and all liability, loss, cost, or expense including, without limitation, reasonable attorney's fees, arising out of or in connection with the negligence, recklessness, or wrongful misconduct of Contractor in the performance of its duties and obligations pursuant to this Agreement. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

8. Insurance. The Contractor is required to carry the following insurance:

- (a) Commercial General Liability, Form CG1, with \$1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.
- (b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
- (c) Florida statutory Workers' Compensation.

It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

9. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor, and Contractor's employees shall not be construed as employees of the County. Contractor shall not hold itself out as an employee, agent or servant of

the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

10. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Contractor  
Dynamic Security Services, Inc.  
Attention: John Riddle, Pres.  
1102 Woodward Avenue  
Muscle Shoals, AL 35661

To: Escambia County  
Office of County Administrator  
Attn: County Administrator  
221 Palafox Place, Suite 420  
Pensacola, FL 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

11 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

12. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Escambia County  
Office of the County Administrator**

**221 Palafox Place, Suite 420  
Pensacola, Florida 32502  
(850) 595-4947**

13. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

14. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.

15. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

16. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

17. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

18. ACA Reporting Requirements. Contractor agrees to provide all information as may be required for the County to meet annual reporting requirements regarding the Affordable Care Act (ACA) including whether insurance coverage was offered to an employee and his/her children; whether the coverage provided minimum value; the employee's required monthly contribution for the lowest-cost, self-only medical plan providing minimum value; the calendar months during which an employee (and his or her child(ren), if any) was offered coverage; and the calendar months during which an employee was enrolled in the Contractor's coverage.

**[SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:  
BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

ATTEST: PAM CHILDERS  
Clerk of the Circuit Court

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

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk  
(SEAL)

BCC Approved: \_\_\_\_\_

CONTRACTOR: DYNAMIC SECURITY  
SERVICES, INC.

ATTEST:

\_\_\_\_\_  
By: John C. Riddle, President

By: \_\_\_\_\_  
Corporate Secretary  
(SEAL)

Date: \_\_\_\_\_

## MANPOWER AND GENERAL REQUIREMENTS

The bidder must identify key personnel to be assigned to the project, their qualifications, education and representation experience.

The contractor shall provide security guard services for the screening of public upon entrance and the operation of metal detectors and X-Ray equipment at the M. C. Blanchard Judicial Building located at 190 Government Street, Pensacola, Florida and Theodore F. Bruno Juvenile Justice Center located at 1800 St. Mary Street, Pensacola, Florida.

Two walk-through metal detectors and one X-ray machine are located at the primary public entrance of the M. C. Blanchard Judicial Center (Baylen Street) and one walk-through metal detector and one X-ray machine at the South entrance (Main Street) close to the public disability parking. The South entrance will be utilized for persons with disabilities, employees, deliveries, contractor check-in/out, and plain clothed law enforcement check-in/out.

One walk-through metal detectors and one X-ray machine will be located at the primary public entrance Theodore F. Bruno Juvenile Justice Center.

On-site security officer supervisor will be required at the M.C. Blanchard Judicial Center during normal business hours only. The supervisor shall supervise security officers at both locations.

At all times during normal business hours, no fewer than four security officers, two of which shall be armed, shall be located at the primary entrance of the M.C. Blanchard Judicial Center and one armed and one unarmed security officer shall be located at the South entrance of the M.C. Blanchard Judicial Center.

At all times during normal business hours, no fewer than two security officers, one of which shall be armed, shall be located at the primary entrance of the T. Bruno Juvenile Justice Center.

Public entrance protocols, disability entrance protocols, employees entrance protocols, delivery entrance protocols, contractor entrance protocols, and plain clothed law enforcement entrance protocols at both the M.C. Blanchard Judicial Building and Theodore F. Bruno Juvenile Justice Center will be established by Court Administration and provided to the contractor.

Protocols relative to the security officer's use of a firearm within both facilities will be established by Court Security and approved by the contractor.

If necessary, operator training relative to the existing security equipment will be provided by Court Administration.

Hours of coverage for the M.C. Blanchard Judicial Center will be from 7:00 a.m. to 5:30 p.m., Monday through Friday.

Hours of coverage for the T. Bruno Juvenile Justice Center will be from 7:30 a.m. to 5:30 p.m., Monday through Friday.



**Irregular hours for the M.C. Blanchard Judicial Center will be every Tuesday & Thursday when the facility opens at 6:30am for early Court.**

**Irregular hours for both facilities may occur on any given day based on Court needs and operations.**

**The bidder shall review the flow of traffic to determine the staffing requirements to maintain adequate coverage during the hours of operation so as not to cause undue delay for persons entering the building. Average public entrance at the M.C. Blanchard Judicial Center is 1,000 persons per day. Average employee entrance, to include disability, contractors, and plain clothed law enforcement, at the M.C. Blanchard Judicial Center is 300 persons per day. Average public entrance at the T. Bruno Juvenile Justice Center is 300 persons per day**

#### **SPECIFIC REQUIREMENTS OF THE SECURITY OFFICERS**

**The contractor shall provide security officers as requested by Court Administration.**

**The security officers shall be neat and clean in attire and person and shall always wear a uniform and badge while on duty.**

**The security officers shall perform all general security duties in accordance with the instructions furnished by the Court Administration.**

**The contractor's security officers shall, at a minimum, maintain an hourly shift log and a floor inspection log.**

**The duties of the security officers shall not be limited to those listed herein and are subject to change at the reasonable discretion of the Court Administration and approved by the contractor.**

#### **OTHER REQUIREMENTS**

**The contractor shall provide uniforms, badges and firearms (if required) to the security officers.**

**The contractor shall obtain prior approval from Court Administration on the style and color of uniforms.**

**The contractor shall provide the appropriate clothing to the security officers for all types and weather.**

**The contractor shall be a licensed security contractor in the State of Florida**

**The contractor shall have a minimum of five (5) year work history.**

**The contractor shall have a minimum of two (2) years courthouse, state or federal, experience.**

**Security officers shall be employees of the contractor.**

**The contractor shall assume all financial responsibilities for security officers furnished for the contract including but not limited to: all salaries, all payroll costs, all training cost, all equipment and uniforms, all Social Security Taxes, all Federal and State Unemployment Insurance, any and all similar taxes and expense related to security officers.**

**The contractor will be required to fully comply with all applicable federal, state, and local regulations and laws.**

***DYNAMIC*** SECURITY, INC.  
*Over 70 Years of Quality Protective Services*

From : Chris Hargrove  
Dynamic Security  
VP- Sales

To: Will Moore  
Chief Deputy Court Administrator  
Trial Court Administration

Sub: Professional Security Services  
Proposed Pricing

Date: Sept 8, 2017

Upon a detailed review of the facility security requirements and procedures, Dynamic Security proposes the following service coverage's and rates:

Dynamic Security Elite Services Billing Rate = \$16.81 hour

496 HPW of Security Coverage

Estimated Dynamic Yearly Cost = \$433,639.00

Estimated Yearly Supplemental/Emergency Cost =  
980 hours of coverage X \$16.81 hour = \$16,473.80

**Total Estimated Cost = \$450,112.80**

Detailed Analysis of the security requirements and procedures is as follows:

**Main Entrance - 250 HPW of security coverage.**

Monday, Wednesday and Friday 0730 to 1730  
2 screening Unarmed Officers and 2 over-watch Armed Officers  
1 additional screening Unarmed Officer from 0730 to 1530

Tuesday and Thursday 0630 to 1730  
2 screening Unarmed Officers and 2 over-watch Armed Officers  
1 additional screening Unarmed Officer from 0730 to 1530

**Employee/Vendor Entrance – 100 HPW of security coverage**

Monday through Friday 0730 to 1730  
2 Armed Processing Officers



***DYNAMIC*** SECURITY, INC.  
*Over 70 Years of Quality Protective Services*

**Juvenile Entrance - 106 HPW**

Monday through Friday 0730 to 1730  
1 screening Unarmed Officer and 1 Armed Officer

Saturday and Sunday- 3 hour average per day  
1 Armed Officer for weekend coverage

**Supervisor – 40 HPW**

NOTE- All permanent assigned Dynamic Security Officers will be a member of The Dynamic Elite Service Officers Division and licensed with the State of Florida “G” Armed Security License.

Any questions, please contact me directly at 251-680-0665 or email notification @ [chargrove@dynamicsecurity.org](mailto:chargrove@dynamicsecurity.org)

*Chris Hargrove*

# **DYNAMIC** SECURITY, INC.

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1 Armed Officer for weekend coverage

## **Supervisor – 40 HPW**

NOTE- All permanent assigned Dynamic Security Officers will be a member of The Dynamic Elite Service Officers Division and licensed with the State of Florida “G” Armed Security License.

Any questions, please contact me directly at 251-680-0665 or email notification @ [chargrove@dynamicsecurity.org](mailto:chargrove@dynamicsecurity.org)

*Chris Chargrove*

## **Brittany N. Seymour**

---

**From:** Will Moore  
**Sent:** Tuesday, August 08, 2017 11:59 AM  
**To:** info@apsguards.com; sales.secureintegration@usa.g4s.com; info@signal88.com; anquinette.williams@securitasinc.com; info@americanguardservices.com; info@giddenssecurity.com; info@weisersecurity.com; chargrove@dynamic.org  
**Subject:** Security Officer Services Solicitation - Pensacola, FL  
**Attachments:** Scope of Work and General Requirements.pdf; Sworn Statement - Drug Free - Information Sheet.pdf

To whom it may concern,

The Trial Court Administrator's office in the First Judicial Circuit of Florida is soliciting bids for security officer services for two courthouse locations within Pensacola, FL. Please review the attached scope and general requirements. Please note the deadlines below. All questions may be emailed to [will.moore@flcourts1.gov](mailto:will.moore@flcourts1.gov). Please note any answers to questions received will be provided to the entire group.

Should you elect to submit a bid, please provide the following in your bid:

- Sworn Statement pursuant to Section 287.133(3)(a), F.S., on entity crimes (provided in attachment)
- Certification of Drug-Free Workplace (provided in attachment)
- Information sheet for transactions and conveyances corporation identification (provided in attachment)
- Standard Security Armed Officer per hour rate
- Standard Security Unarmed Officer per hour rate
- Standard Security Armed Supervisor per hour rate
- Standard Security Unarmed Supervisor per hour rate
- Contact name and associated email for correspondence during bid process

Questions must be received via email by 12:00pm CST, August 14, 2017.

Answers will be submitted via email no later than 5:00pm CST, August 15, 2017.

Proposals due via email to [anita.cantrall@flcourts1.gov](mailto:anita.cantrall@flcourts1.gov) by 3:00pm CST, August 18, 2017.

The top two ranked proposals will be required to give a no more than 20 minute in-person presentation to a selection committee on September 1, 2017.

Services are expected to begin November 1, 2017.

Thank you,

Will Moore  
Chief Deputy Court Administrator  
Trial Court Administration  
First Judicial Circuit of Florida  
M.C. Blanchard Judicial Center  
190 Governmental Center  
Pensacola, Florida 32502

## **MANPOWER AND GENERAL REQUIREMENTS**

The bidder must identify key personnel to be assigned to the project, their qualifications, education and representation experience.

The contractor shall provide security guard services for the screening of public upon entrance and the operation of metal detectors and X-Ray equipment at the M. C. Blanchard Judicial Building located at 190 Government Street, Pensacola, Florida and Theodore F. Bruno Juvenile Justice Center located at 1800 St. Mary Street, Pensacola, Florida.

Two walk-through metal detectors and one X-ray machine are located at the primary public entrance of the M. C. Blanchard Judicial Center (Baylen Street) and one walk-through metal detector and one X-ray machine at the South entrance (Main Street) close to the public disability parking. The South entrance will be utilized for persons with disabilities, employees, deliveries, contractor check-in/out, and plain clothed law enforcement check-in/out.

One walk-through metal detectors and one X-ray machine will be located at the primary public entrance Theodore F. Bruno Juvenile Justice Center.

On-site security officer supervisor will be required at the M.C. Blanchard Judicial Center during normal business hours only. The supervisor shall supervise security officers at both locations.

At all times during normal business hours, no fewer than four security officers, two of which shall be armed, shall be located at the primary entrance of the M.C. Blanchard Judicial Center and one armed and one unarmed security officer shall be located at the South entrance of the M.C. Blanchard Judicial Center.

At all times during normal business hours, no fewer than two security officers, one of which shall be armed, shall be located at the primary entrance of the T. Bruno Juvenile Justice Center.

Public entrance protocols, disability entrance protocols, employees entrance protocols, delivery entrance protocols, contractor entrance protocols, and plain clothed law enforcement entrance protocols at both the M.C. Blanchard Judicial Building and Theodore F. Bruno Juvenile Justice Center will be established by Court Administration and provided to the contractor.

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Hours of coverage for the M.C. Blanchard Judicial Center will be from 7:00 a.m. to 5:30 p.m., Monday through Friday.

Hours of coverage for the T. Bruno Juvenile Justice Center will be from 7:30 a.m. to 5:30 p.m., Monday through Friday.

Irregular hours for the M.C. Blanchard Judicial Center will be every Tuesday & Thursday when the facility opens at 6:30am for early Court.

Irregular hours for both facilities may occur on any given day based on Court needs and operations.

The bidder shall review the flow of traffic to determine the staffing requirements to maintain adequate coverage during the hours of operation so as not to cause undue delay for persons entering the building. Average public entrance at the M.C. Blanchard Judicial Center is 1,000 persons per day. Average employee entrance, to include disability, contractors, and plain clothed law enforcement, at the M.C. Blanchard Judicial Center is 300 persons per day. Average public entrance at the T. Bruno Juvenile Justice Center is 300 persons per day

#### **SPECIFIC REQUIREMENTS OF THE SECURITY OFFICERS**

The contractor shall provide security officers as requested by Court Administration.

The security officers shall be neat and clean in attire and person and shall always wear a uniform and badge while on duty.

The security officers shall perform all general security duties in accordance with the instructions furnished by the Court Administration.

The contractor's security officers shall, at a minimum, maintain an hourly shift log and a floor inspection log.

The duties of the security officers shall not be limited to those listed herein and are subject to change at the reasonable discretion of the Court Administration and approved by the contractor.

#### **OTHER REQUIREMENTS**

The contractor shall provide uniforms, badges and firearms (if required) to the security officers.

The contractor shall obtain prior approval from Court Administration on the style and color of uniforms.

The contractor shall provide the appropriate clothing to the security officers for all types and weather.

The contractor shall be a licensed security contractor in the State of Florida

The contractor shall have a minimum of five (5) year work history.

The contractor shall have a minimum of two (2) years courthouse, state or federal, experience.

Security officers shall be employees of the contractor.

The contractor shall assume all financial responsibilities for security officers furnished for the contract including but not limited to: all salaries, all payroll costs, all training cost, all equipment and uniforms, all Social Security Taxes, all Federal and State Unemployment Insurance, any and all similar taxes and expense related to security officers.

The contractor will be required to fully comply with all applicable federal, state, and local regulations and laws.



Funding: Fund 501 Internal Services Fund, Cost Center 140835, Object Code 54501

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Amendment of Agreement was prepared by Kristin Hual, Assistant County Attorney.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Code of Ordinances of Escambia County FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will issue the Agreement and Purchase Order.

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**Attachments**

Amendment of Agreement

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**AMENDMENT OF AGREEMENT FOR  
INSURANCE BROKERAGE SERVICES (PD 15-16.039)**

This is an Amendment to the Agreement entered into by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and USI Insurance Services, LLC, a for-profit limited liability company authorized to conduct business in the State of Florida (hereinafter referred to as "Consultant"), whose federal employer identification number is 13-3771734, and whose principal address is 200 Summit Lake Drive, Suite 350, Valhalla, NY 10595.

**WITNESSETH:**

**WHEREAS**, on June 16, 2016, the County previously entered into an Agreement with Consultant for Insurance Brokerage Services (PD 15-16.039); and

**WHEREAS**, in order to protect the County's financial risk, the County requires additional loss control services as well as additional insurance brokerage services to obtain workers' compensation and mass transit insurance coverage; and

**WHEREAS**, the County agreed to pay Consultant a fee not to exceed \$120,000 for the first twelve month period of the initial term and an annual fee not to exceed \$90,000 for the remainder of the initial term; and

**WHEREAS**, in exchange for the Consultant agreeing to provide such additional services, the parties have agreed to increase the Consultant's annual rate of compensation as provided herein; and

**WHEREAS**, the Board of County Commissioners finds it in the best interest of the health, safety and welfare of the citizens of Escambia County that the Agreement should be amended as provided herein.

**NOW, THEREFORE**, in consideration of the mutual terms, conditions, promises and covenants hereinafter set forth, the Parties agree to amend the Agreement as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.

2. Paragraph 4 of the Agreement is amended as follows:

4. Compensation. In exchange for the Consultant's performance of the Scope of Services referenced above, County shall pay Consultant a fee calculated as a percentage of the insurance premium payments paid annually by the County. During the first twelve (12) month period, the Consultant's fee shall not exceed a total of \$120,000.00. For the remainder of the initial term and any extension(s) thereof, the Consultant's annual fee shall not exceed a total of ~~\$90,000.00~~ 130,000.00.

3. That the parties hereby agree that all other provisions of the Agreement that are not in conflict with the provisions of this Amendment shall remain in full force and effect.

4. That the effective date of this Amendment shall be on the date last executed by the parties.

5. That the Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Amendment of the Agreement on the respective dates under each signature.

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: Jack R. Brown, County Administrator

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

**CONSULTANT: USI INSURANCE SERVICES, LLC**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: Ernest J. Newborn, II

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

Approved as to form and legal  
sufficiency.

By/Title: [Signature] SACA  
Date: 9/12/17



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

**AI-12916** **County Administrator's Report** **10. 32.**  
**BCC Regular Meeting** **Budget & Finance Consent**

**Meeting Date:** 09/21/2017

**Issue:** General Lines Insurance Agent (PD 15-16.039)

**From:** Robert Dye, Division Manager

**Organization:** Asst County Administrator - Lovoy

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning General Lines Insurance Agent (PD 15-16.039) - Robert Dye, Manager, Risk Management Office

That the Board approve the payment to USI Insurance Services, LLC, in the amount of \$130,000, in accordance with PD 15-16.039, General Lines Insurance Agent, as amended, for the period of October 1, 2017, through September 30, 2018.

[Funding: Fund 501, Internal Service, Cost Center 140835, Object Code 54501]

**BACKGROUND:**

Traditionally General Lines Insurance Agencies serving the County have been commission based. USI was selected by a 5-person review committee based on their qualifications and ability to service the County's extensive Insurance portfolio.

Insurance policies and renewals are negotiated on the County's behalf, without commission at the retail level. Removal of the commission incentive from insurance premiums results in a significant savings to the County.

**BUDGETARY IMPACT:**

Funds are available in Cost Center 140835, Object Code 54501

**LEGAL CONSIDERATIONS/SIGN-OFF:**

This recommendation does not require legal sign off.

**PERSONNEL:**

Risk Management will be the contractor administrator. No additional personnel will be required.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

County Ordinance, Chapter 46, Article II, Section 46-64, providing for Board approval of contracts of fifty thousand dollars (\$50,000.00).

**IMPLEMENTATION/COORDINATION:**

Upon approval by the Board of County Commissioners a purchase order will be issued by the Purchasing Office to provide payment for services rendered from the contract.

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**Attachments**

*No file(s) attached.*

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

AI-12915

County Administrator's Report 10. 33.

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/21/2017

**Issue:** Approval to Issue Fiscal Year 2017-2018 Purchase Orders in Excess of \$50,000

**From:** Mike Crittenden, Director, Mass Transit

**Organization:** Mass Transit

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning the Issuance of Fiscal Year 2017-2018 Purchase Orders, in Excess of \$50,000, for the Mass Transit Department - Mike Crittenden, Mass Transit Department Director.

That the Board approve the issuance of blanket and/or individual Purchase Orders, in excess on \$50,000 for the Fiscal Year 2017-2018, based upon previously-awarded contracts, contractual agreements, or annual requirements, as provided, for the Mass Transit Department.

The issuance of these Purchase Orders during the first week of October 2017 is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia County.

**BACKGROUND:**

The Mass Transit Department has purchase orders that may exceed \$50,000 over the course of a fiscal year.

The issuance of the purchase orders during the first week of October 2017 is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia County.

**BUDGETARY IMPACT:**

Funding for the aforementioned Purchase Orders is available in various accounts and divisions.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

List of Requested Approvals

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B.C.C Meeting 09/21/2017  
 MASS Transit Department - ECAT  
 PURCHASE ORDERS \$50,000 AND OVER - FISCAL YEAR 2016-2017

Contractor	Amount	Contract #	Vendor #
GCR Tires Light and Heavy Bus Tires Fund 104, Cost Center 53407 (Fleet Maintenance)	\$ 115,000	State Contract 25172500- WSCA-15- ACS	025944
Gillig Heavy Bus Parts Fund 104, Cost Center 53407 (Fleet Maintenance)	\$ 120,000	Proprietary Parts, Gillig Bus Brand	071399
Ward International Medium Duty Bus Parts Fund 104, Cost Center 53407 (Fleet Maintenance)	\$ 120,000		230582
R K Allen Oil/Grease and Lubricant Fund 104, Cost Center 53407 (Fleet Maintenance)	\$ 50,000	PD 13-14.053	011470
Empire Trucks Light and Heavy Bus Parts / Repairs Fund 104, Cost Center 53407 (Fleet Maintenance)	\$ 100,000		Pending
Genfare Farebox Repairs / Parts Fund 104, Cost Center 53407 Fleet Maintenance	\$ 50,000	Sole Source	Pending



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

AI-12921

County Administrator's Report 10. 34.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/21/2017

Issue: Emergency Contract with FDOT to Provide Emergency Transportation/Evacuation Assistance

From: Mike Crittenden, Director, Mass Transit

Organization: Mass Transit

CAO Approval:

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**RECOMMENDATION:**

Recommendation Concerning the Emergency Contract between the Florida Department of Transportation and Escambia County Board of County Commissioners [Escambia County Area Transit (ECAT)] to Provide Emergency Transportation/Evacuation Assistance during Hurricane Irma - Mike Crittenden, Mass Transit Department Director

That the Board approve the Emergency Contract (H-Contract) between the State of Florida Department of Transportation (FDOT) and Escambia County Board of County Commissioners [Escambia County Area Transit (ECAT)] to provide Emergency Transportation/Evacuation Assistance during Hurricane Irma and authorize the Chairman to sign the Agreement.

**BACKGROUND:**

Escambia County Area Transit was contacted by the Florida Department of Transportation to provide Emergency Transportation/ Evacuation Assistance during Hurricane Irma. The attached Emergency Contract (H-Contract) needs to be completed in order to submit claims to FEMA and the State of Florida Emergency Management Agency for reimbursement.

**BUDGETARY IMPACT:**

To be determined.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney, worked with the Florida Department of Transportation on the contract's language and has provided legal sign off on the contract.

**PERSONNEL:**

ECAT was staffed and prepared to provide Emergency Transportation / Evacuation Assistance during Hurricane Irma.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

NA

**IMPLEMENTATION/COORDINATION:**

Upon Board approval, the Chairman will sign the Emergency Contract (H-Contract) and Mike Crittenden will get the necessary signatures from FDOT. One original contract will be provided to the Clerk's Office for the official record after it's been fully executed.

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**Attachments**

Emergency Contract (H-Contract) between FDOT and ECAT

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**EMERGENCY CONTRACT  
(H-CONTRACT)**Contract #: H3501Fin. Proj. #: 442273-3-L2-01

Mission Reference Number: \_\_\_\_\_

DDIR Reference Number: \_\_\_\_\_

Appropriation Bill Number(s)/Line Item Number(s) for 1<sup>st</sup> year  
of contract, pursuant to s. 216.313, F.S.: \_\_\_\_\_  
(required for contracts in excess of \$5 million)

Project Worksheet (PW) Number: \_\_\_\_\_

**This contract can only be used during a Governor Declared Emergency and after the Executive Order  
and suspension of procurement contracting requirements.**This agreement is entered into in accordance with Governor Executive Order # 17-235 dated September 4, 2017, and  
amendments thereto, Re: Hurricane Irma and its aftermath.

(Name of event)

By this agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, the State of Florida Department of Transportation,  
hereinafter called "Department" and Escambia County Board of Commissioners  
hereinafter called "Contractor", hereby agree as follows:

1. **SERVICES AND PERFORMANCE:** In connection with Emergency Transportation / Evacuation Assistance,  
the Department does hereby retain the Contractor to furnish certain services, information, and items as described in Exhibit A,  
attached hereto and made a part hereof. All construction related services shall be performed in accordance with the  
Department's Standard Specifications for Road and Bridge Construction unless authorized in writing by the Department.
2. **TERM:** The Contractor shall begin work on or before September 9, 2017, and shall complete all work required by this  
agreement on or before September 10, 2017.
3. **COMPENSATION:** (select as appropriate)
  - Lump Sum in the amount of \$ \_\_\_\_\_ (Choose one method below)
    - Entire amount upon completion
    - Incrementally as detailed in Exhibit \_\_\_\_\_
    - Percentage of completion
  - Unit Prices as described in Exhibit A, Scope of Services / Specification. (Maximum Limiting Amount \$20,000.00)
  - Cost\* Plus (Fixed Fee) \$ \_\_\_\_\_ (Maximum Limiting Amount \$ \_\_\_\_\_)
  - Cost\* Plus \_\_\_\_\_%. (Maximum Limiting Amount \$ \_\_\_\_\_)

\*Cost is defined as Direct Salaries including payroll burden, Direct Materials, Direct Subcontracts, and other Direct Expenses.

Invoices for fees or other compensation for services or expenses will be certified by the Contractor and shall be submitted in detail sufficient for a proper preaudit and postaudit thereof. Invoices for travel expenses shall be submitted and paid in accordance with Section 112.061, Florida Statutes. In addition, if compensation for travel is authorized by terms of this Agreement and the Department, then the Department shall not compensate the Contractor for lodging/hotel expenses in excess of \$150.00 per day (excluding taxes and fees). The Contractor may expend their own funds to the extent the lodging/hotel expense exceeds \$150.00 per day. The Department, in its sole discretion and pursuant to its internal policies and procedures, may approve compensation to the Contractor for lodging/hotel expenses in excess of \$150.00 per day.

If a payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar shall not be enforced unless the Vendor requests payment. Invoices which have to be returned to a Vendor because of Vendor preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. Deliverable(s) must be received and accepted in writing by the Contract Manager on the Department's invoice transmittal forms prior to payment. If the Department determines that the performance of the Vendor is unsatisfactory, the Department shall notify the Vendor of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Vendor shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Vendor will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Vendor shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the vendor resolves the deficiency. If the deficiency is subsequently resolved, the Vendor may bill the Department for the retained amount during the next billing period. If the Vendor is unable to resolve the deficiency, the funds retained may be forfeited at the end of the agreement period.

**EMERGENCY CONTRACT  
(H-CONTRACT)**

Records of costs incurred under terms of this agreement shall be maintained and made available upon request to the Department. The Contractor shall permit the Department to perform or have performed an audit of the records of the Contractor and any or all subcontractors to support the compensation paid the Contractor. The audit may be performed as soon as practical after completion and acceptance of the contracted services. The Department shall have the right to deduct from any payment due to the Contractor an amount sufficient to satisfy any amount due and owing the Department by the Contractor under this agreement. Final payment to the Contractor shall be adjusted for audit results. If after completion of the project it is determined that the Department is due a refund of amounts previously paid the Contractor, the Contractor will refund said amount to the Department within 30 days of notification.

**4. COMPLIANCE WITH LAWS:**

The Contractor shall comply with Chapter 119, Florida Statutes. Specifically, the Contractor shall:

- a) Keep and maintain public records required by the Department to perform service.
- b) Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d) Upon completion of the Agreement, transfer, at no cost, to the Department, all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the Department upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

Failure by the Contractor to comply with Chapter 119, Florida Statutes shall be grounds for immediate unilateral cancellation by the Department.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S/CONTRACTOR'S/VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**District 3**

**District 3 Florida Department of Transportation, District 3-  
Office of General Counsel, 1074 Highway 90 East,  
Chipley, FL 32428, (850) 330-1391,  
D3prcustodian@dot.state.fl.us**

5. **TERMINATION AND DEFAULT:** This agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. If this agreement is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated.

For Contracts \$1,000,000 and greater, if the Department determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, the Department shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

## EMERGENCY CONTRACT (H-CONTRACT)

6. **ASSIGNMENT AND SUBCONTRACTORS:** The Contractor shall not sublet, assign, or transfer any work under this agreement without the prior consent of the Department.
7. **ANTI-COLLUSION:** The Contractor represents to the Department that no person or persons, firm, or corporation, other than the Contractor, has an interest in this agreement as a principal, and that this agreement is entered into by the Contractor without any collusion with any person, firm, or corporation.
8. **FUNDING REQUIREMENTS:** (check below, if applicable, and attach form FHWA-1273 "Required Contract Provisions, Federal-Aid Construction Contracts"). The most recent version of this form can be obtained at the following website:  
<http://www.fhwa.dot.gov/programadmin/contracts/1273.htm>

- The services provided under this agreement involve funding from the Federal Highway Administration (FHWA), and the provisions indicated on form FHWA-1273 are hereby attached and made a part of this agreement.
- The services provided under this agreement are subject to the U.S. Department of Labor, Davis Bacon Act and the applicable Federal Wage Rate Tables which are attached and made a part of this agreement.

Any work for which Federal-aid funds are used (including emergency and permanent repairs for ER projects) must comply with applicable Federal regulations. Emergency repairs can be done using negotiated contract or agency force account work as determined by the Highway agency as best suited to protect the public health and safety. However, all Federal contract provisions must still be met for both emergency repairs and permanent repairs.

The Contractor shall comply with the requirements of the National Environmental Policy Act (NEPA) of 1969.

**Source of Supply-Steel:** Use steel and iron manufactured in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and continuing through the final shaping and coating. If a steel or iron product is taken outside the United States for any manufacturing process, it becomes foreign source material. When using steel or iron materials as a component of any manufactured product (e.g., concrete pipe, prestressed beams, corrugated steel pipe, etc.), these same provisions apply. Foreign steel and iron may be used when the total actual cost of such foreign materials does not exceed 0.1% of the total Contract amount or \$2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work, but are not applicable to steel and iron items that the Contractor uses but does not incorporate into the finished work. Submit a certification from the manufacturer of steel or iron, or any product containing steel or iron, stating that all steel or iron furnished or incorporated into the furnished product was produced and manufactured in the United States or a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at \$ (actual cost). Submit each such certification to the Engineer prior to incorporating the material or product into the project. Prior to the use of foreign steel or iron materials on a project, submit invoices to document the actual cost of such material, and obtain the Engineer's written approval prior to incorporating the material into the project.

9. **LIABILITY INSURANCE:** (check below, if appropriate)
- The Contractor shall carry and keep in force during the period of this agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$\_\_\_\_\_ per person and \$\_\_\_\_\_ each occurrence, and property damage insurance of at least \$\_\_\_\_\_ each occurrence, for the services to be rendered in accordance with this agreement.
10. **BONDS:** (check below, if appropriate)
- Performance and Payment Bond:** The contractor will supply to the Department and keep in force a bond provided by a surety authorized to do business in the State of Florida, payable to the Department and conditioned for the prompt, faithful, and efficient performance of this agreement according to the terms and conditions hereof and within the time periods specified herein, and for the prompt payment of all persons furnishing labor, materials, equipment and supplies therefore.
- Payment Bond:** The contractor will supply to the Department and keep in force a bond provided by a surety authorized to do business in the State of Florida, payable to the Department and conditioned for the prompt payment of all persons furnishing labor, materials, equipment and supplies therefore.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**EMERGENCY CONTRACT  
(H-CONTRACT)**

375-040-61  
PROCUREMENT  
OGC - 10/16

The Contractor shall provide the bond to the Department by \_\_\_\_\_, or within \_\_\_\_\_ days after the execution of this agreement.

11. **LOBBYING PROHIBITION:** The undersigned certifies, 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 either directly or indirectly an officer or employee of any state or federal agency, a member of the Florida Legislature, 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 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-L, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representative 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 persons who fail 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.

12. **MISCELLANEOUS:**  
The Department may grant the Vendor's employees or subconsultants access to the Department's secure networks as part of the project. In the event such employees' or subconsultants' participation in the project is terminated or will be terminated, the Vendor shall notify the Department's project manager no later than the employees' or subconsultants' separation date from participation in the project or immediately upon the Vendor acquiring knowledge of such termination of employees' or subconsultants' participation in the project, whichever occurs later.

Invoices are to be mailed to: Scott Walters, District Modal Development Manager  
at this address: 1074 Hwy 90, Chipley, FL 32428

This agreement embodies the whole agreement of the parties.

Attachments: Exhibit A (Scope of Services / Specification)

Added Attachments: Appendix I Terms for Federal Aid Contracts, incorporated and made a part hereof.

CONTRACTOR:

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

Date Executed \_\_\_\_\_

BCC Approved: \_\_\_\_\_

Contractor Address: 221 Palafox Place Suite 420 Pensacola, Florida 32502 FEID#: F596000598007

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION:

BY: \_\_\_\_\_ Title: Director of Transportation Operations

Approved as to form and legal  
sufficiency.

ATTEST: PAM CHILDERS  
Clerk of the Circuit Court

By/Title: \_\_\_\_\_  
Date: 9/14/17  
(SEAL)

**EMERGENCY CONTRACT  
(H-CONTRACT)**

EXHIBIT A – SCOPE OF SERVICES / SPECIFICATION (attach additional sheets if necessary)

OBJECTIVE, SCOPE OF SERVICES / SPECIFICATION:  
See Attached.

METHOD OF COMPENSATION: The Contractor shall be paid in accordance with Section 3. Compensation of this agreement and as detailed below: (unit rates, incremental payments, etc.)

The Contractor shall be compensated at the unit rates in the attached Exhibit "A"

The Contractor shall be fully responsible for the proper billing of any federal reimbursable costs or charges, including those incurred by its contractors and subcontractors.

The Contractor agrees to promptly reimburse the Department for any and all amounts for which the Department has made payment to the Contractor if such amounts become ineligible, disqualified, or disallowed for federal reimbursement due to any act, error, omission, or negligence of the Contractor, including missing or deficient documentation of costs and charges, incomplete or insufficient submittals and/or any other reason declared by FEMA or FHWA.

The Contractor agrees that the Department may offset such amounts from payments due for work or services done under any agreement between the parties if payment from Contractor is not received by the Department after (Generally 90) days of written notice from the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

DOCUMENTATION REQUIREMENTS FOR FHWA – ER AND FEMA REIMBURSEMENT shall include but not be limited to:

Any and all documentation required by the FHWA ER Manual, FEMA Public Assistance Guide (FEMA 322) and FHWA 1273.

**FLORIDA DEPARTMENT OF TRANSPORTATION  
DISTRICT THREE  
EXHIBIT A  
SCOPE OF SERVICES**

**NATURAL DISASTER EMERGENCY TRANSPORTATION / EVACUATION  
ASSISTANCE**

**1.0 GENERAL**

This statement of work describes and defines the services which are required for the execution of Disaster-related emergency transportation/evacuation within the Florida Department of Transportation (Department) District Counties. The Local Agency shall provide all services described herein and any other services required to complete the project. Activities may include, but are not limited to, emergency transportation of people in the area affected by a pending disaster and/or post-disaster related conditions. All services performed under this Contract shall be in accordance with all applicable Federal and state laws, and environmental regulations. Safe-haven locations and routes will be provided by the Department, as available from County Emergency Operations Centers, and will vary depending on the current disaster situation within the service area designated. The Department, at its sole discretion, may elect to perform work with in-house forces, additional contract forces, and/or thru other government agencies.

This is an emergency contract with services beginning upon notice from the Department's Project Manager to commence services and continuing until directed to cease services by the Department's Project Manager. In the event of hurricane landfall or conditions become unsafe, the transit operator/liaison shall contact the Project Manager and time shall be suspended until conditions become safe for services to continue. No guarantee of minimum or maximum amounts are made by the Department under this contract.

In the event that the disaster impacts another District of the Department, the terms and conditions of this contract may apply to work in the affected District, with the concurrence of both parties.

At the sole discretion of the Department and with no additional cost, the Department for its convenience may elect to terminate the contract and all services therein. Termination notice will be provided to the Local Agency 24 hours prior to ceasing services. Notification shall be in writing by the Department's designee. In writing is defined as a hand-written note or letter, typed letter, email, or fax.

**Wage Rate Provision**

For this Contract, payment of predetermined minimum wages applies.

**2.0 SERVICES TO BE PROVIDED BY THE LCOAL AGENCY**

**Field Operations**

The following listed services shall be performed by the Local Agency:

1. Provide buses, equipment, labor, and materials necessary to perform "Emergency Transportation/Evacuation services". Emergency transportation/evacuation is defined as the movement of evacuees from affected routes to locations designated by the Department.

2. Sufficient buses or vans must be provided to ensure compliance with (pre-approval by the Department of all methods of transportation is required) all applicable American's with Disabilities Act standards. Each vehicle shall have, at a minimum, one (1) driver.
3. Local Agency to provide a manifest of proposed and in use equipment with the following minimum information: make, model, age, and current inspection records (as required by law) at time of bid. Any piece of equipment found to have incomplete or substandard inspection records shall be removed from service under this contract
4. Local Agency to provide properly licensed drivers for all forms of transportation provided by the Local Agency under this Contract (i.e. Commercial Drivers' License, Limousine License, etc.). Local Agency to provide upon request a copy of driver's licenses, driving history, and any other applicable license or qualifications.
5. Local Agency to provide to the Department a copy of the Local Agency's policy on a drug-free work place.
6. Ensure all Local Agency and subcontractor personnel have and utilize personal protective safety gear in accordance with OSHA requirements and company safety policies.
7. Local Agency shall assign a home office liaison with the full authority to coordinate and provide for crew needs including but not limited to equipment, tools and personnel. The liaison shall be a senior manager whose name and all contact information including cell phone number will be provided to the Department in order to expedite assignments and conflict resolution.
8. Local Agency shall transport medical equipment as needed by the passenger(s). The medical equipment **must** be secured as to provide safety for the drivers and/or other passengers.
9. Local Agency shall assist in other service areas within the District if not directly affected by the disaster.
10. Local Agency shall not accept payment for any type of service rendered. This is a free service.

### **3.0 SERVICES TO BE PROVIDED BY THE DEPARTMENT OR DESIGNATED REPRESENTATIVE**

#### **Field Operations**

1. Provide oversight for the Local Agency's operations.
2. Identify and prioritize services within the Florida Department of Transportation, District. Prioritization of work locations as identified in Exhibit A will be based on safety considerations and urgency as determined by the Department.
3. Provide the Local Agency with a list of shelters for safe-haven in each service area including animal shelters, as available from County Emergency Operations Centers.

**4.0 PAYMENT**

1. Payment will be made in accordance with the Fee Rates shown on Exhibit A, as submitted by the transit agency. Such payment will be full and complete payment for all work performed, except for travel to another District as set forth below.
2. The items listed in Exhibit A include compensation for all work required in Sections 1.0 and 2.0.

<b>Mileage pick up Rate</b>	<b>\$1.60 mile</b>
<b>Standby/on Duty Rate</b>	<b>\$40.00 Hour</b>

**Station Post:**

**Escambia County I 10 & Hwy 29**

**Escambia County I 10 & Scenic 90**

**Agency will cover the area from the Florida/Alabama state line on I 10 through Escambia County.**

**TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):**

**CONTRACT NO.: H3501**

The following terms apply to all contracts in which involve the expenditure of federal funds:

- A. It is understood and agreed that all rights of the Department 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 (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- 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 will 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 will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the 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 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 Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, 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, or directives issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the 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 subcontractor or supplier as a result of such direction, the Consultant may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the 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 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 U.S.C. § 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 of 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 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). These 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 Department 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 Department. 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 Department hereby certifies that neither the consultant nor the consultant's representative has been required by the Department, 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 Department 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, 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 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.



**IMPLEMENTATION/COORDINATION:**

Upon Board approval, the County Administrator's Office, will implement the organizational chart.

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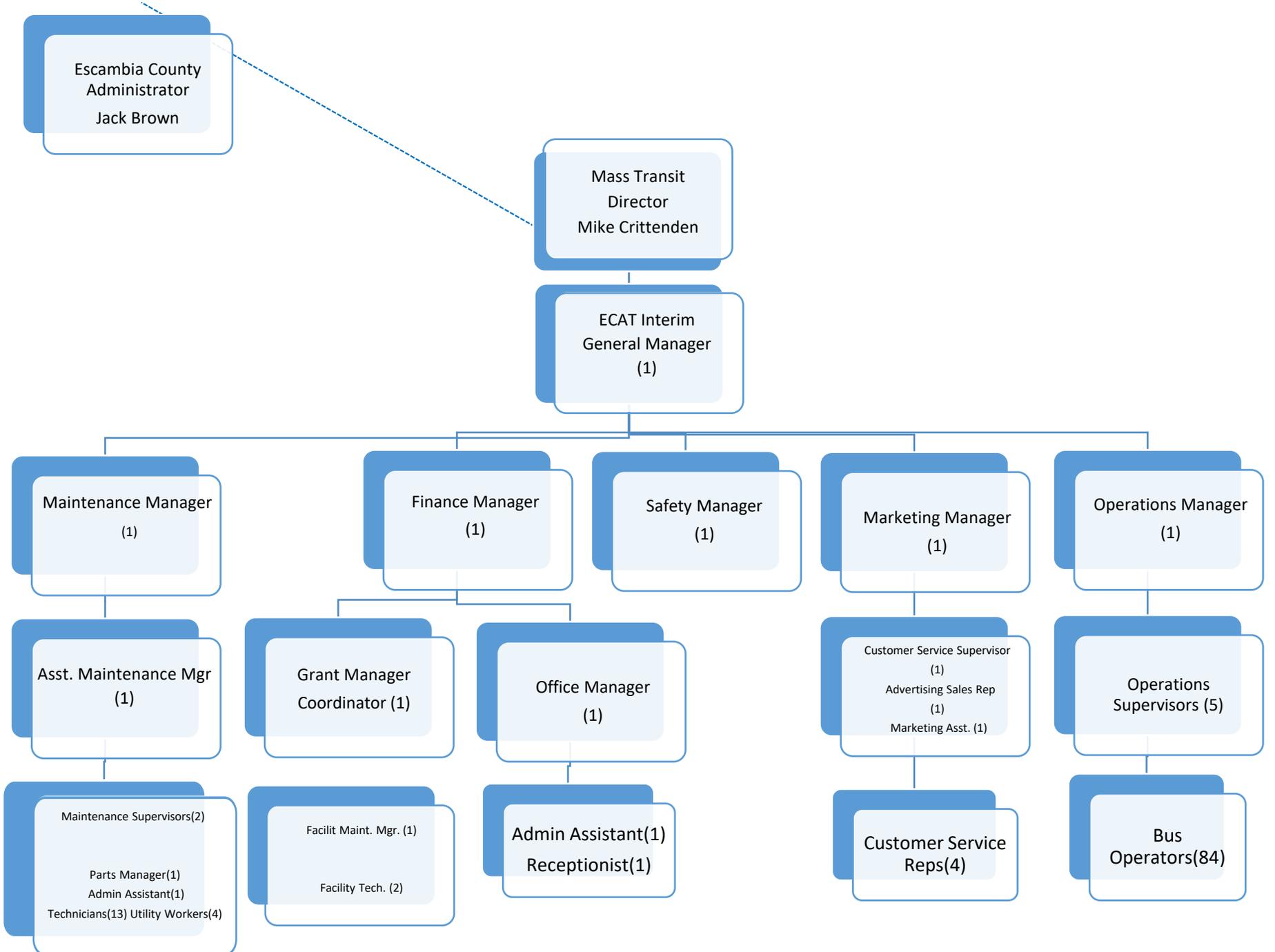
**Attachments**

Current ECAT Organizational Chart August 2017

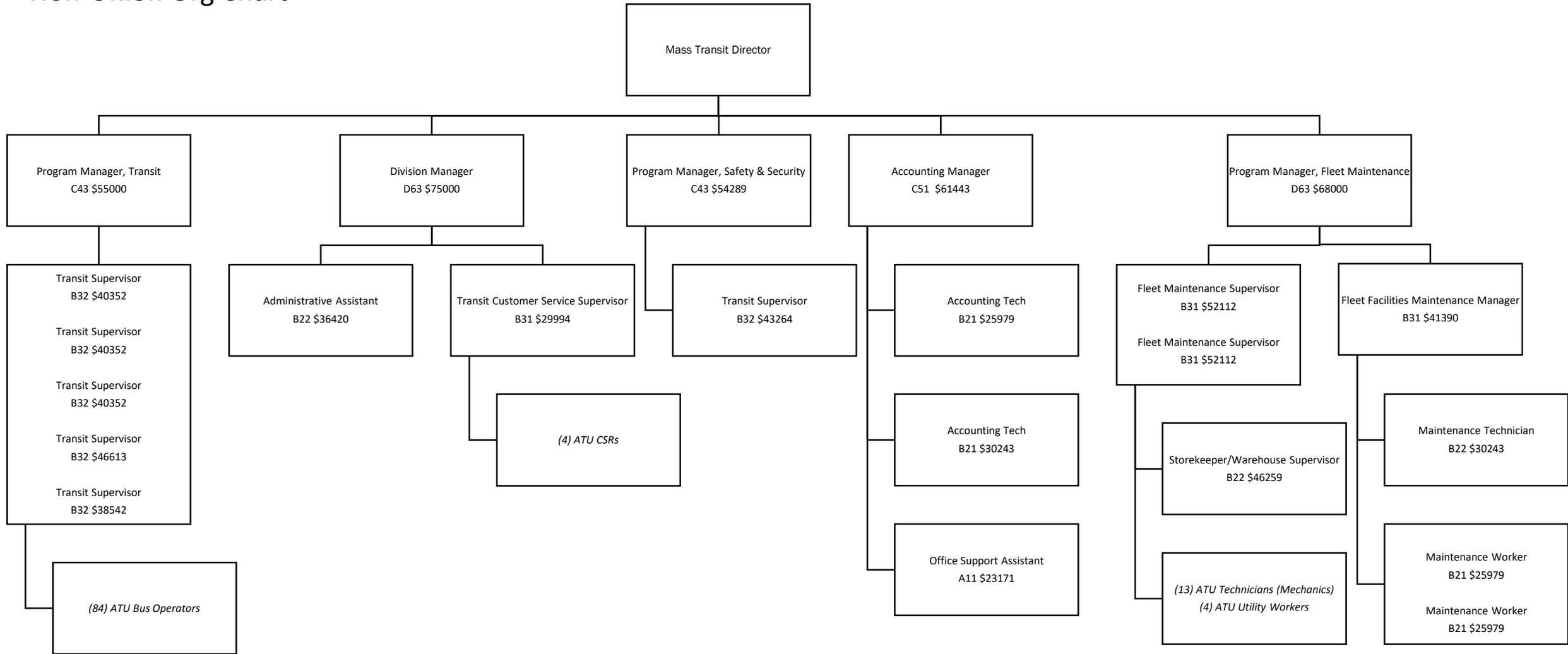
Proposed Organizational Chart

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# ESCAMBIA COUNTY AREA TRANSIT – ORGANIZATIONAL CHART



# Proposed ECAT Non-Union Org Chart



**Positions to be eliminated:**  
 1. Office Manager \$45279/yr  
 2. Assistant Maintenance Director \$51500/yr  
 3. Admin Assistant \$30201/yr  
 4. Advertising Sales Representative \$36420/yr



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

**AI-12906**

**County Administrator's Report 10. 1.**

**BCC Regular Meeting**

**Discussion**

**Meeting Date:** 09/21/2017

**Issue:** Authorization for the Acquisition of Property Located at 3201 West Navy Boulevard

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

**Organization:** Public Works

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning Authorization for the Acquisition of Property Located at 3201 West Navy Boulevard - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action:

A. Accept the counteroffer for the property located at 3201 West Navy Boulevard for \$930,000, which is the approved offer amount, less \$50,000 toward the cost to cure environmental issues; and

B. Authorize staff to draft the Contract for Sale and Purchase for the acquisition of real property located at 3201 West Navy Boulevard and bring the executed Contract to the Board for final approval.

[Funding Source: Fund 352, Local Option Sales Tax III, Cost Center 110267, Project 17PF3753]

**BACKGROUND:**

The current warehouse space is insufficient for the Supervisor of Elections Office. The amount of equipment required to conduct an election has more than tripled; however, the warehouse space to house this equipment has not had a corresponding increase. The Supervisor of Elections Office has records stored in four different locations: the Old Courthouse, the Clerk's Archives, the current Elections Office and the current Elections warehouse. In addition, there is no on-site training space for election workers. Currently, election workers must be trained at various county buildings or churches. Meeting in regular session on May 5, 2016, the Board approved utilizing the county's realtor to assist the Supervisor of Elections Office in obtaining warehouse and training space. They have located a potential site at 3201 West Navy Boulevard.

During a regular BCC Meeting on August 17, 2017, staff was authorized to make an offer

to purchase this property for \$980,000, which was the average of the two appraisals. This Recommendation will authorize staff to accept the owner's counteroffer of \$930,000. This offer is less the \$50,000 that the owners agreed to put toward the cost to cure the environmental issues on the property.

**BUDGETARY IMPACT:**

Funding for this project is available in Fund 352, Local Option Sales Tax III, Cost Center 110267, Project 17PF3753]

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The County Attorney's office will prepare the closing documents and conduct the closing for the purchase of this property.

**PERSONNEL:**

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

**POLICY/REQUIREMENT FOR BOARD ACTION:**

These actions are consistent with the provisions of Section 46-139 of the Escambia County Code of Ordinances.

**IMPLEMENTATION/COORDINATION:**

Upon Board approval, staff will maintain compliance with Section 46-139 of the County Codes.

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**Attachments**

Counter Offer

BCC Action 5 5 16

BCC Action 8 17 17

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Joy D. Blackmon, P.E., Director,  
Public Works Department

August 21, 2017

New Dimensions Christian Center, Inc.  
3500 West Navy Boulevard  
Pensacola, Florida 32507

**RE: Proposed Purchase of Your Property Located at 3201 West Navy Boulevard**

Dear Owner:

This letter contains a preliminary statement of the principal terms and conditions for the proposed purchase of property you own at 3201 West Navy Boulevard. Based on the Board of County Commissioner’s policy, the County had two appraisals performed on this property, which gave a combined value of **\$980,000**.

If you agree to the terms and execute this letter, the County will incorporate these terms into a Contract for Sale and Purchase, which will be provided to you. The terms of the proposed purchase are as follows:

Total Purchase Price - **\$980,000** (average of two appraised values: \$900,000 and \$1,060,000)

Conveyance of marketable title by Warranty Deed and subject to execution of a “Public Disclosure of Interest” document as required by Florida Statutes.

Allocation of closing costs will be as follows:

Property Owner – Seller

- Ad valorem taxes and assessments (prorated)
- Documentary stamp taxes
- Seller’s attorney fees and real estate commission (if any incurred)
- Cost to cure title/survey/~~environmental defects~~
- Recording of documents

County- Buyer

- Title search/examination
- Environmental audit
- Boundary Survey

*see below*

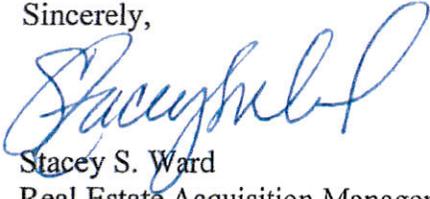
Please note that all contracts are contingent on approval by the Escambia County Board of County Commissioners at a duly noticed public meeting.

*Seller will credit Buyer at act of sale an amount up to a maximum of \$50,000.00 or actual cost of curing environmental defect, whichever is less*

If you agree to the terms listed above, please sign below and return the letter to this office or if making a counter offer, please provide it in writing.

Thank you for your time and help in this project. If you have any questions, please call (850) 595-2415, which is my direct office line.

Sincerely,



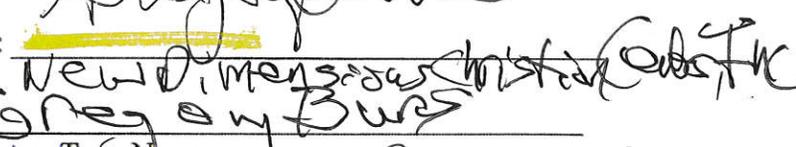
Stacey S. Ward  
Real Estate Acquisition Manager  
Real Estate Division

ACCEPTANCE

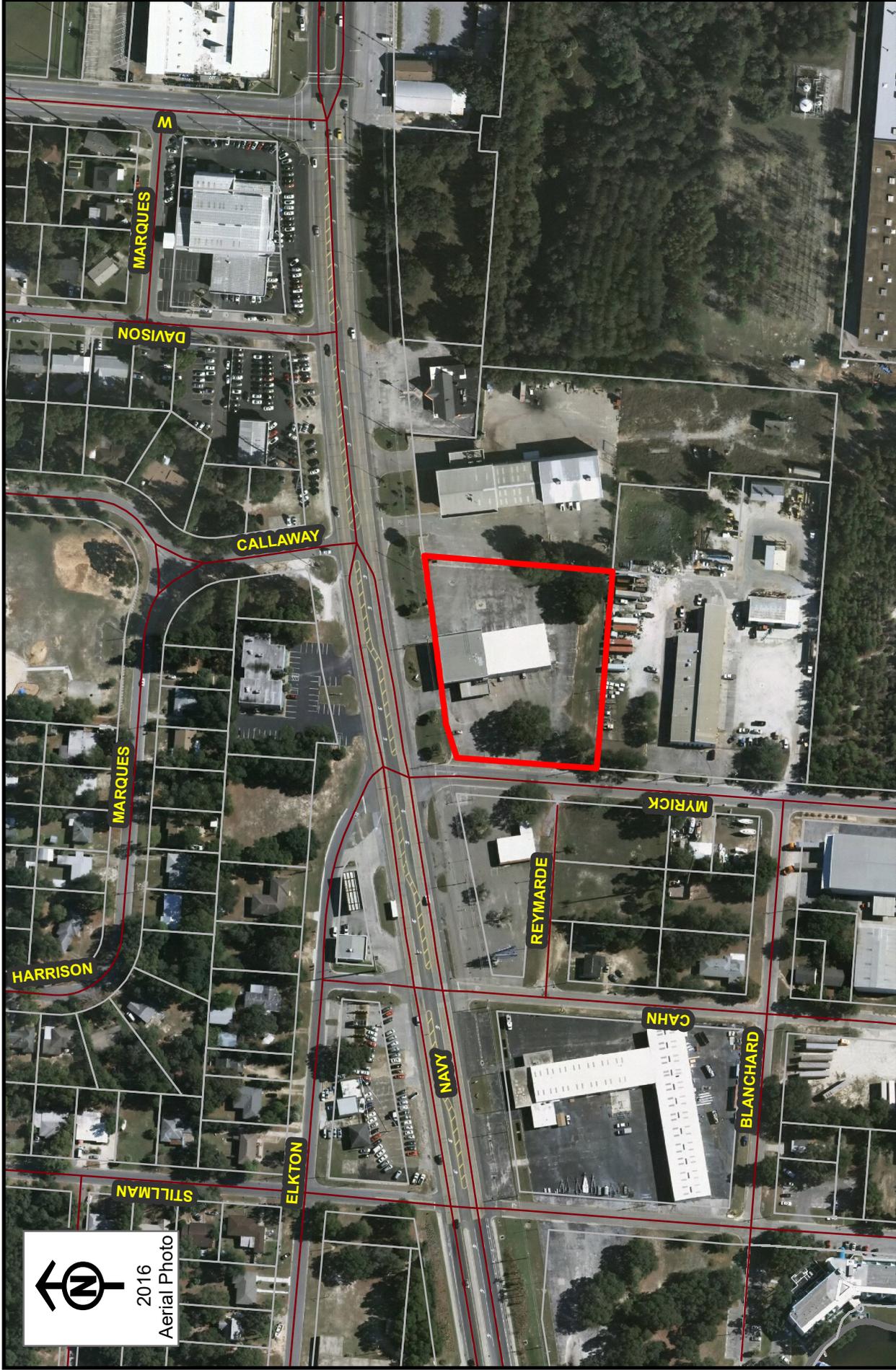
I have read the foregoing and would be willing to:

- a) Sell the property, located at 3201 W. Navy Boulevard, for \$980,000.00 depicted in Exhibit "A"; or
- b) Agree to sell the property, located at 3201 W. Navy Boulevard, for the counter amount of \$ \_\_\_\_\_

I also understand the purchase may be subject to certain additional terms and conditions that will appear in a Contract for Sale and Purchase.

OWNER:   
By:   
Print or Type Name: Gregory Burns  
Title: Pastor President  
Date: 9/17/17

# Supervisor of Elections



ESCAMBIA COUNTY  
ENGINEERING DIVISION  
SSW 8/9/17 DISTRICT 3



**3201 West Navy Boulevard**

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-46. Approval of Various Consent Agenda Items – Continued

3. Adopting the Resolution (*R2016-57*) approving Supplemental Budget Amendment #139, Transportation Trust Fund (175), in the amount of \$94,839, to recognize insurance proceeds received for damage to traffic equipment and other property at various locations throughout the County, and to appropriate these funds into the Traffic Operations Cost Center from where repair costs were expended.
4. Approving to engage the Griffing Company, d/b/a NAI Halford, to search for both short-term and long-term warehouse and training space for use by the Supervisor of Elections, per the terms and conditions of PD 15-16.008 and the corresponding Contract approved by the Board on March 3, 2016 (Funding Source: Fund 352, Local Option Sales Tax III, Cost Center 110267).
5. Taking the following action concerning the Fiscal Year 2015/2016 Miscellaneous Appropriations Agreement between Escambia County and Gulf Coast Veterans Advocacy Council, Inc.:
  - A. Approving the Miscellaneous Appropriations Agreement between Escambia County and Gulf Coast Veterans Advocacy Council, Inc., in the amount of \$10,000, to be paid from Fund 001, General Fund, Cost Center 110201, Account 58201;
  - B. Authorizing the Chairman to sign the Agreement and all other necessary documents; and
  - C. Authorizing the execution of the necessary Purchase Order.
6. Approving, and authorizing the County Administrator to issue, a Purchase Order, per PD 14-15.064, General Paving and Drainage Pricing Agreement, to J. Miller Construction, Inc., in an amount not to exceed \$92,281.44, in total, for the Perdido Landfill Stormwater Central Conveyance System Restoration (the lowest bidder declined the job) (Funding: Fund 401, Solid Waste Fund, Cost Center 230314, Object Code 54601).

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

2. Acquisition of Property ►

Motion made by Commissioner Robinson, seconded by Commissioner Barry, and carried unanimously, taking the following action concerning the acquisition of property located at 3201 West Navy Boulevard (Funding Source: Fund 352, Local Option Sales Tax III, Cost Center 110267, Project 17PF3753):

- A. Authorizing staff to make an offer to purchase the property, located at 3201 West Navy Boulevard, for the offer amount of \$980,000, which is the average of two appraisals; this property will be utilized by the Supervisor of Elections Office as warehouse and training space; any counter-offer will be brought back before the Board; and
- B. Authorizing staff to draft the Contract for Sale and Purchase for the acquisition of real property located at 3201 West Navy Boulevard, and bring the executed Contract to the Board for final approval.

3. General Release and Settlement Agreement Related to Property Owned by Earnest Stanberry in the Area of 8719 Orange Avenue ►

Motion made by Commissioner May, seconded by Commissioner Barry, and carried unanimously, authorizing payment to Mr. and Mrs. Stanberry, in the amount of \$13,346.82, conditioned upon receipt by the County within the next 30 calendar days of an appropriately executed release related to existing flooding events at and around the Stanberry home, subject to Legal sign-off, and upon receipt of an acceptable executed release, directing the County Attorney's Office to cease efforts related to pursuit of fees and costs in pending litigation (Funding: Fund 501, Balance Sheet Account 239898).

Speaker(s):

Earnest Stanberry, Jr.



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

AI-12834

County Administrator's Report 10. 2.

BCC Regular Meeting

Discussion

Meeting Date: 09/21/2017

Issue: Longleaf Drive Roadway Widening Project

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

Organization: Public Works

CAO Approval:

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**RECOMMENDATION:**

Recommendation Concerning the Longleaf Drive Roadway Widening Project, from State Road 297 (Pine Forest Road) to Kemp Road - Joy D. Blackmon, P.E., Public Works Department Director

That the Board consider the Longleaf Drive Roadway Widening Project, from State Road 297 (Pine Forest Road) to Kemp Road, as a County (local) Project for future project management and administration and construction.

[Funding source: Funds for this project are available in Fund 352, "LOST III," Cost Center 210107, Project #08EN0078, in the amount of \$13,912,856.49]

**BACKGROUND:**

In 2006, Escambia County began the process to approve, design, and construct the Pinestead-Longleaf Roadway Widening Project. The Project Development & Environment (PD&E) was approved on August 20, 2012. Construction plans are currently at 60% design and on an administrative hold. There is \$479,840.35 remaining on the existing purchase order for completion of the design phase, and the recent cost estimates show that the consultant could finish the design within the remaining amount. This would include: 5-lane cross section, pedestrian facilities, new pond siting report and associated design, bridge design, with new limits from Pine Forest Road to Kemp Road.

Escambia County was awarded a \$1.015M of Florida Department of Transportation (FDOT) Transportation Regional Incentive Program (TRIP) Agreement for construction that was supposed to be used by FY 2017. The county has requested that the FDOT defer the funding twice; FDOT has deferred the funding to FY 2018. Note: TRIP requires a 50/50 match, so the county would be obligated to provide a match of \$1.015M as well.

Currently, the county has been adhering to the National Environmental Policy Act (NEPA) process to take advantage of additional state and federal dollars. Originally, the

thought was that the state would eventually take possession of this roadway; however, the county has modified the cross section from a divided 4-lane cross section to a 5-lane undivided cross section. For the county to acquire the \$1.015M, if awarded, the county would need to perform a PD&E update, either minor (approximately 6 to 9 months) or major (approximately 9 to 12 months) for an estimated cost of \$60,000 - \$80,000. This update would require public involvement, noise studies, etc.

County staff recommends that this be converted to a local project, which means that the county would not be eligible for the \$1,015M TRIP funds or any future state or federal funds, and that the county would not have to perform a PD&E update nor meet FDOT property acquisition standards. This will allow the County to expedite the process and work with the Escambia County School Board for stormwater-sharing property as well as potentially phase the project as related to the funding concerns below.

The estimated cost is \$10,000,000 for construction and \$3,000,000 for property acquisition (this cost should decrease based upon county vs. state costs and working with the School Board). Currently, the County has \$13,912,856.49 available for this project.

Please note that the above estimates do not include the 25% to 50% increase that we are seeing on recent construction projects, likely related to the large amount of construction in our area, which will likely continue as a result of the Hurricane Irma and its impact to our state.

**BUDGETARY IMPACT:**

Funds for this project are available in Fund 352 "LOST III", Cost Center 210107, Project #08EN0078, in the amount of \$13,912,856.49.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

No additional personnel will be required.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

County staff will continue to work with FDOT staff and School Board staff.

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**Attachments**

Location Map

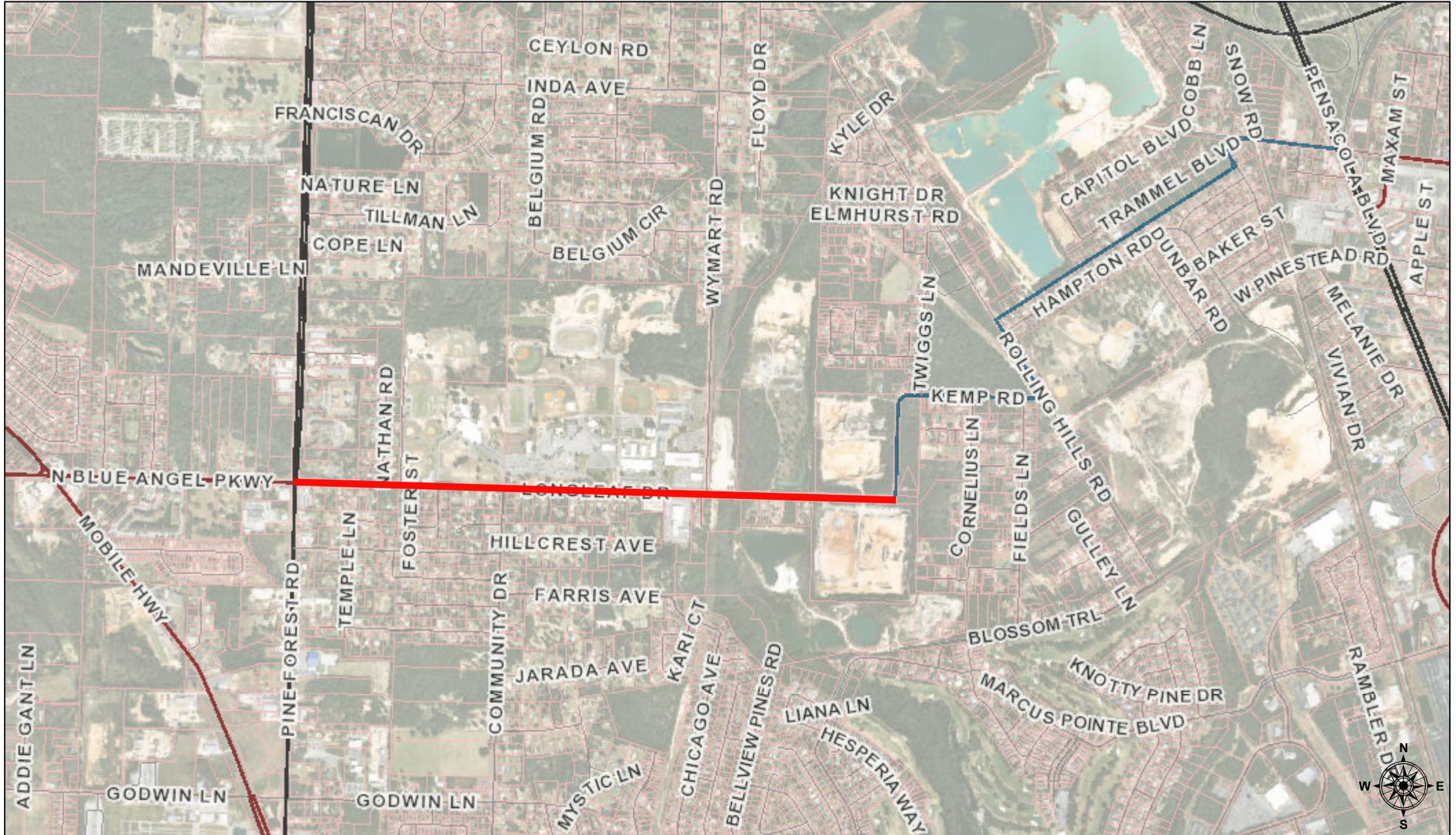
Location Map Zoomed Out

Environmental Study

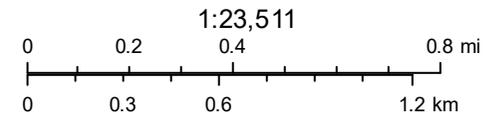
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# Longleaf Drive Roadway Widening Project

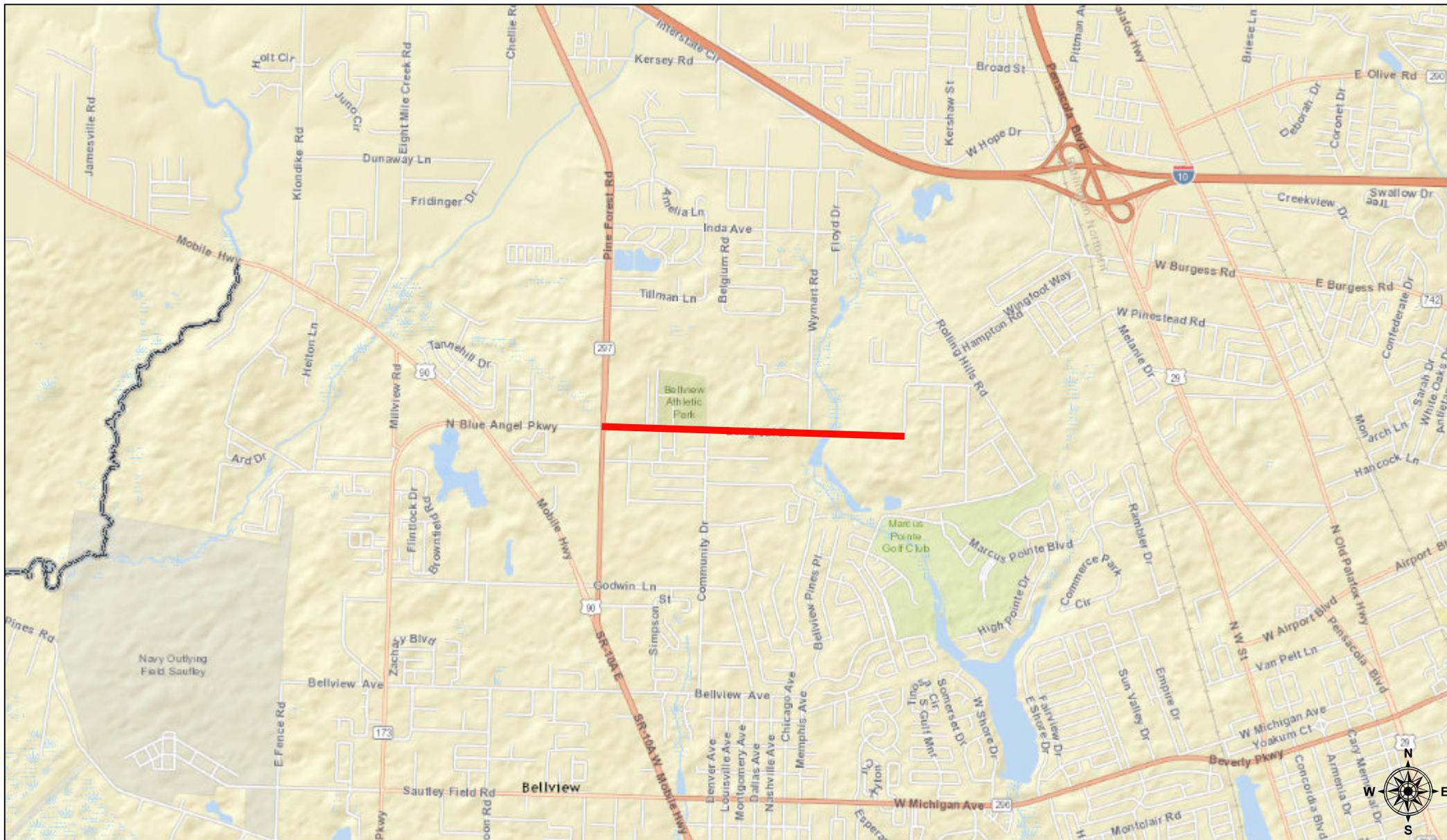


May 9, 2017



Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community

# Longleaf Drive Roadway Widening Project - Zoomed Out



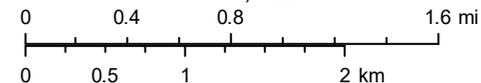
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polylineLayer

— Override 1

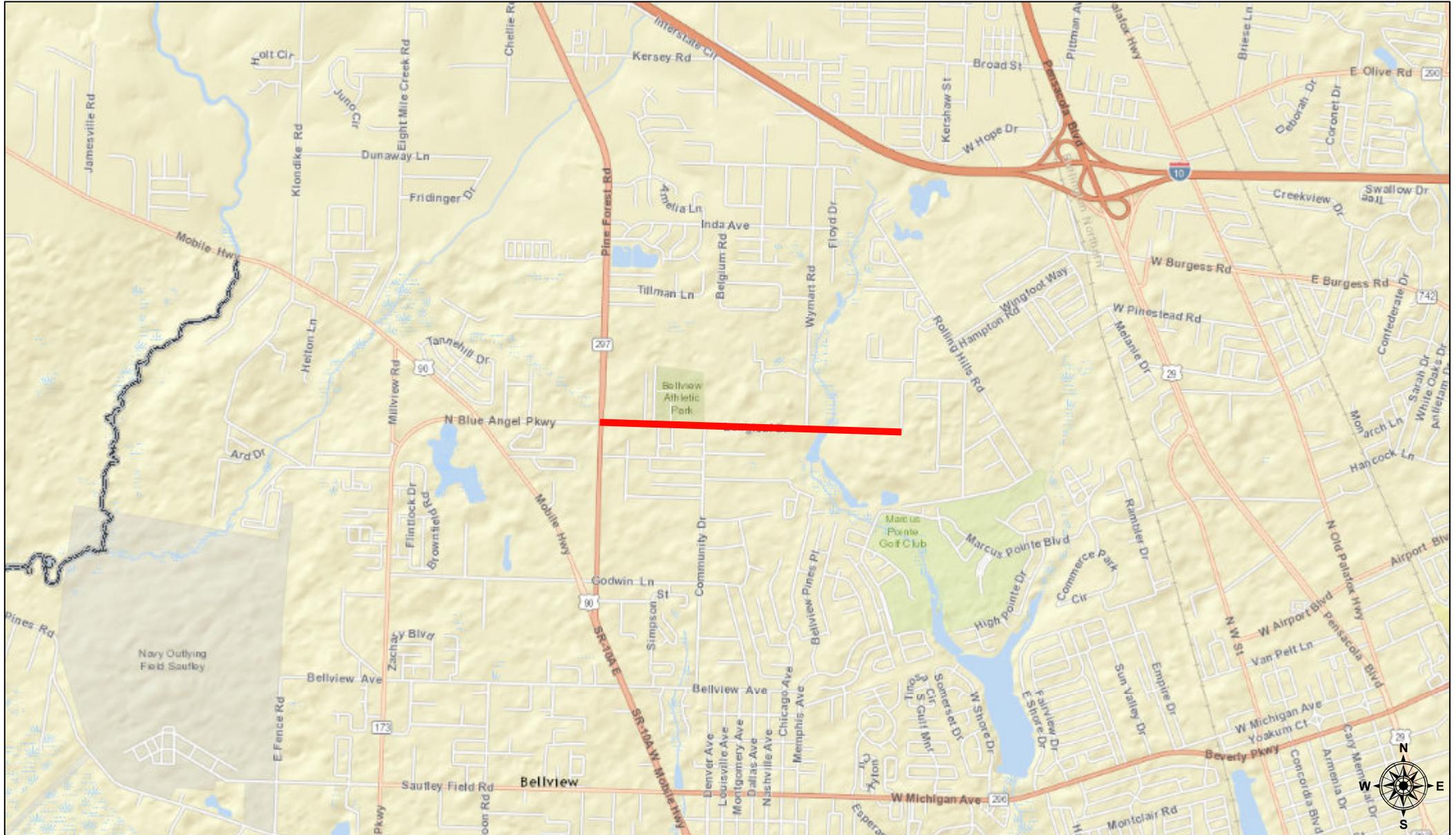
□ County Outline

1:47,022



Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapnyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community

# Longleaf Drive Roadway Widening Project - Zoomed Out



May 9, 2017

polylineLayer

— Override 1

□ County Outline

1:47,022

0 0.4 0.8 1.6 mi

0 0.5 1 2 km

Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapnyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community

ADMINISTRATIVE ACTION

FINDING OF NO SIGNIFICANT IMPACT

U.S. Department of Transportation

Federal Highway Administration

and

Florida Department of Transportation

Escambia County, Florida Project No: PD 05-06.078  
Financial Project Number: 421014-1-28-01  
Federal Project Number: N/A  
ETDM Number: 9270

Pinestead Road – Longleaf Drive Corridor, From Pine Forest Road to  
U.S. Highway 29, Escambia County, Florida

The Proposed Action includes approximately 3.1 miles of widening the Pinestead Road – Longleaf Drive Corridor in Escambia County, Florida. The existing two lanes will be widened to four lanes with medians and improved intersections. The existing Bayou Marcus Creek Bridge will be replaced to raise the crossing out of the floodway. The project will complete the roadway loop around the Pensacola Metropolitan Area by providing a connection between the Blue Angel Corridor on the west, and the Burgess - Creighton Corridor on the east.

Submitted pursuant to 42 U.S.C. 4332 (2) (c)

8-20-12

Date

*for Buddy Cimill*

Division Administrator  
Federal Highway Administration

The implementation of the Proposed Action will benefit the public by providing access for the projected population and employment growth, as well as improving safety in residential neighborhoods by eliminating traffic from residential streets, which were unintended for through-traffic use. The proposed action will require an additional right-of-way to construct the project. It has been determined that the project will have no adverse effect on cultural resources, recreational parks, pollution, wetlands, flood plains, or water quality. This finding has been substantiated by in-depth analyses of the anticipated social, economic, and environmental impacts as documented in the Environmental Assessment (EA).





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

**AI-12891** **County Administrator's Report** **10.3.**  
**BCC Regular Meeting** **Discussion**

**Meeting Date:** 09/21/2017  
**Issue:** Workers' Compensation Renewal  
**From:** Robert Dye, Division Manager  
**Organization:** Asst County Administrator - Lovoy  
**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning Workers' Compensation Insurance Renewal - Robert Dye, Manager, Risk Management Office

That the Board approve one of the following options concerning the Workers' Compensation Insurance Renewal:

A. Approve the payment to the Florida Municipal Insurance Trust for the Workers' Compensation Insurance renewal for Escambia County, effective October 1, 2017, through September 30, 2018, in the amount of \$939,360 with a \$100,000 per occurrence deductible; or

B. Approve the payment to the Florida Municipal Insurance Trust for the Workers' Compensation Insurance renewal for Escambia County, effective October 1, 2017, through September 30, 2018, in the amount of \$1,911,259 with a \$25,000 per occurrence deductible.

[Funding: Fund 501, Internal Service, Cost Center 140834, Object Code 54501]

**BACKGROUND:**

Florida Municipal Insurance Trust (FMIT) has agreed to combine the BCC and Jail policies into a single account to simplify payroll accountability and future audits.

The selection of a \$100K deductible results in a significantly lower premium than in previous years. The premium deposit due for the newly combined BCC employee policy (FMIT 0869) is \$1,603,510 less than last year's combined premium for the BCC and Jail policies and \$971,899 less than the \$25K deductible option.

Only two markets were willing to quote our workers' compensation, Florida Mutual Insurance Trust (FMIT) and Preferred Governmental Insurance Trust (PGIT). Other markets were unwilling to quote the policy at the rates FMIT and PGIT offered. FMIT

provided the lowest quote.

Workers' Compensation was previously directly purchased from FMIT. Achieving the improved renewal rate required the involvement of the County's General Lines Agent.

Typical commission is 10-14% on most commercial lines of insurance. USI has agreed to broker our account with FMIT at a flat fee rate that compensates them for loss control assistance and brokerage services for all future lines of insurance that benefits the County. A separate recommendation is being submitted by the Purchasing Office to amend the agreement with USI to add \$40,000 per year to the annual payment for service, bringing the annual fee to \$130,000.

**BUDGETARY IMPACT:**

Funding: Fund 501, Internal Service, Cost Center 140834, Object Code 54501

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

Risk Management will be the contract administrator.

**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 by the Board of County Commissioners, a purchase order will be issued to provide payment for services rendered from the contract.

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**Attachments**

WC Quotes

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Department of Insurance and Financial Services

## FLORIDA MUNICIPAL INSURANCE TRUST

RENEWAL QUOTE FOR 2017-2018

Escambia County Board of County Commissioners  
FMIT 0869

<u>Coverage</u>	<u>Deductible</u>	<u>Limit</u>	<u>Premium</u>
Workers' Compensation	\$100,000 Stoploss	Total Payroll	
Experience Modification	1.07 10/1/17	\$93,743,553	\$939,360

Stoploss Amount: \$2,000,000

**GRAND TOTAL PREMIUM**

**\$939,360**

\*Includes: Drug Free Credit: Yes  
Safety Credit: Yes

Note: Coverage summaries provided herein are intended as an outline of coverage only and are necessarily brief. In the event of loss, all terms, conditions, and exclusions of actual Agreement and/or Policies will apply.



Department of Insurance and Financial Services

FLORIDA MUNICIPAL INSURANCE TRUST

RENEWAL QUOTE FOR 2017-2018

Escambia County Board of County Commissioners

FMIT 0869

<u>Coverage</u>	<u>Deductible</u>	<u>Limit</u>	<u>Premium</u>
Workers' Compensation Experience Modification	1.07 10/1/17	Total Payroll \$73,225,387	\$1,184,780
	\$25,000		
	\$50K Flat		\$1,017,153
	\$100K SIR		
	\$250K SIR		\$538,793
	\$500K SIR		\$420,455
<b>GRAND TOTAL PREMIUM</b>			<b>\$1,184,780</b>

\*Includes: Drug Free Credit: Yes  
Safety Credit: Yes

Note: Coverage summaries provided herein are intended as an outline of coverage only and are necessarily brief. In the event of loss, all terms, conditions, and exclusions of actual Agreement and/or Policies will apply.

Combined quote for BCC (0869) and Jail (1449) - \$1,911,259



Department of Insurance and Financial Services

## FLORIDA MUNICIPAL INSURANCE TRUST

RENEWAL QUOTE FOR 2017-2018

### Escambia County Board of County Commissioners Jail

FMIT 1449

<u>Coverage</u>	<u>Deductible</u>	<u>Limit</u>	<u>Premium</u>
Workers' Compensation Experience Modification	1.07 10/1/17	Total Payroll \$20,518,166	\$726,479
	\$50K Flat		\$631,573
	\$100K SIR		
	\$250 SIR		\$247,595
	\$500K SIR		\$206,927
<b>GRAND TOTAL PREMIUM</b>			<b>\$726,479</b>

\*Includes: Drug Free Credit: YES  
Safety Credit: YES

Note: Coverage summaries provided herein are intended as an outline of coverage only and are necessarily brief. In the event of loss, all terms, conditions, and exclusions of actual Agreement and/or Policies will apply.

Combined quote for BCC (0869) and Jail (1449) - \$1,911,259



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

**AI-12926**

**County Administrator's Report 10. 4.**

**BCC Regular Meeting**

**Discussion**

**Meeting Date:** 09/21/2017

**Issue:** Approve the Design Change Order for OLF-X Phase II Changes

**From:** Jack Brown, County Administrator

**Organization:** County Administrator's Office

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning Approving a Design Change Order at no Cost to the County for OLF-X Phase II Changes Based on the Proposed Alternative Resolution, as Provided by Baskerville-Donovan, Inc. - Jack R. Brown, County Administrator

That the Board approve and authorize the County Administrator to sign a Design Change Order at no cost to the County for OLF-X Phase II Airfield Design Drawings and Specifications Changes, based on the following proposed alternative resolution, as provided by Baskerville-Donovan, Inc.:

A. Baskerville-Donovan, Inc., will provide the Phase II Airfield design revisions and updates as outlined in Exhibit "H" at no cost to the County;

B. The Board agrees to rescind its action for payment from Baskerville-Donovan, Inc., in the amount of \$462,658.92, as outlined in the letter dated June 23, 2017;

C. The Board will allow Baskerville-Donovan, Inc., direct or indirect communication with the Navy to provide clarity regarding the design changes and updates listed in Exhibit "H";

D. Baskerville-Donovan, Inc., will not be held responsible for the Phase I Contractor's demobilization resulting in his inability to complete the project on-time, which may result in further damages, potential delays regarding a Land Swap with the Navy and County or impacts on any agreements for subsurface mineral rights associated with the project completion; and

E. Baskerville-Donovan, Inc., will maintain the Construction Engineering Inspection (CEI) services in their current contract for all Phases of OLF-X.

**BACKGROUND:**

On June 23, 2017, the County sent a demand letter to Baskerville-Donovan, Inc., requesting payment in the amount of \$462,658.92 on the OLF-X project. On September 11, 2017, Baskerville-Donovan, Inc., sent a letter to the County with an alternative resolution to get the project moving forward.

**BUDGETARY IMPACT:**

Based on the alternative resolution proposed by Baskerville-Donovan, Inc., the Design Change Order will be executed at no cost the County.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The County Attorney's Office has been involved in all phases of the OLF-X property swap.

**PERSONNEL:**

NA

**POLICY/REQUIREMENT FOR BOARD ACTION:**

NA

**IMPLEMENTATION/COORDINATION:**

Upon Board approval, the County Administrator will sign the Change Order.

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**Attachments**

Land Agreement for NOLF

Phase II Changes September 11, 2017 Baskerville-Dovonan, Inc.

Letter Date 06 23 17 to Baskerville-Donovan, Inc.

Change Order #2 for Purchase Order 151442-2

---

ALISON PERDUE ROGERS  
County Attorney  
Board Certified City, County, and  
Local Government Law

CHARLES V. PEPPLER  
Deputy County Attorney  
Board Certified Civil Trial Law

STEPHEN G. WEST  
Senior Assistant County Attorney  
Board Certified Real Estate Law

KRISTIN D. HUAL  
Senior Assistant County Attorney  
Board Certified City, County, and  
Local Government Law

MEREDITH D. CRAWFORD  
Assistant County Attorney

BOBBIE ELLIS-WIGGINS  
Assistant County Attorney

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA  
OFFICE OF THE COUNTY ATTORNEY

221 PALAFOX PLACE, SUITE 430  
PENSACOLA, FLORIDA 32502

TELEPHONE: (850) 595-4970  
TELEFAX: (850) 595-4979



September 13, 2017

Susan M. Bird, Associate Counsel  
Naval Facilities Engineering Command Southeast  
Box 30, Bldg 903  
Naval Air Station Jacksonville, FL 32212-0030

Re: NOLF Exchange - First Amendment to Land Exchange Agreement  
between Department of the Navy and Escambia County, Florida

Dear Susan:

Enclosed are three originals of the First Amendment to Land Exchange Agreement executed by the Chairman of the Board of County Commissioners for Escambia County, Florida. Please return the original marked "Clerk's Original" to me, after the agreements have been executed by the Department of the Navy.

Thank you for your continued assistance on this matter. If you have any questions, do not hesitate to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read "Stephen G. West".

Stephen G. West  
Senior Assistant County Attorney

SGW/el

Enclosures

cc: Alison Rogers, County Attorney  
Jack Brown, County Administrator

**FIRST AMENDMENT  
TO LAND EXCHANGE AGREEMENT  
BETWEEN THE UNITED STATES OF  
AMERICA / DEPARTMENT OF THE NAVY,  
AND ESCAMBIA COUNTY, FLORIDA**

This First Amendment to the Land Exchange Agreement between the United States of America as represented by the Department of the Navy (the "GOVERNMENT" or "DEPARTMENT OF THE NAVY" or "NAVY"), and ESCAMBIA COUNTY, a political subdivision of the State of Florida, is effective as of the date of the last signature below and is by and among the United States of America as represented by the Department of the Navy (the "GOVERNMENT" or "DEPARTMENT OF THE NAVY" or "NAVY"), and ESCAMBIA COUNTY, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners (the "COUNTY").

**R E C I T A L S:**

**WHEREAS** DEPARTMENT OF THE NAVY and the COUNTY entered into that certain *LAND EXCHANGE AGREEMENT BETWEEN THE UNITED STATES OF AMERICA / DEPARTMENT OF THE NAVY, AND ESCAMBIA COUNTY, FLORIDA*, effective June 15, 2016 (the "Original Agreement") to memorialize the Parties' understanding and intent regarding the exchange of parcels of real property, as more particularly described in the Original Agreement;

**WHEREAS** the GOVERNMENT and the COUNTY desire to modify the Agreement in accordance with the terms and conditions of this Amendment;

**WHEREAS** capitalized terms not otherwise defined in this Amendment shall have the meanings ascribed thereto in the Agreement.

**NOW THEREFORE**, for and in consideration of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which NAVY and COUNTY (collectively, the "Parties") hereby acknowledge, the Parties agree as follows:

1. **Incorporation**. The foregoing Recitals are true and correct, and are incorporated in this Amendment by reference.

2. **Amendments**.

a. Sections and Exhibits of the Agreement are hereby deleted and replaced with the following new sections or exhibits, as follows:

(1) **List of Exhibits**. The *List of Exhibits* is hereby deleted and replaced with an updated *List of Exhibits*, appended hereto, incorporating the exhibit changes described in this Amendment.

(2) **Exhibit F** of the Agreement, *Quitclaim Deed (Navy to County)*, is

deleted and replaced with a revised Exhibit F, appended hereto.

(3) Exhibit H of the Agreement, *Navy Requirements for New Outlying Landing Field*, is deleted and replaced with a revised and renamed Exhibit H, *Escambia County OLF Construction Requirements for Replacement Outlying Landing Field*, appended hereto.

b. New Sections and Exhibits are added as follows:

(1) Section 6.5: "Preservation Covenant with Respect to Existing Navy Property". In accordance with the requirements of the *Memorandum of Agreement Among the Department of the Navy, Escambia County, Florida, the Florida Department of State, Division of Historical Resources and the Advisory Council on Historic Preservation Regarding the Transfer of NOLF Site 8 to Escambia County, Florida*, dated May 25, 2017 (Exhibit I), the GOVERNMENT shall include a Preservation Covenant, included as part of Exhibit I, with respect to the Existing Navy Property as part of the Deed from the GOVERNMENT to COUNTY. Such Preservation Covenant requires, among other things, that after conveyance by the GOVERNMENT to the COUNTY, COUNTY will conduct a Phase I Archaeological Survey of the Existing Navy Property prior to any ground disturbance.

(2) A new Exhibit I, *Memorandum of Agreement Among the Department of the Navy, Escambia County, Florida, the Florida Department of State, Division of Historical Resources and the Advisory Council on Historic Preservation Regarding the Transfer of NOLF Site 8 to Escambia County, Florida*, is added and is appended hereto.

c. Existing Section 10 ("CLOSING") is renumbered as Section 11. Existing Section 12 ("MISCELLANEOUS") is renumbered as Section 13. New Section 10 is hereby added:

(1) Section 10: CONSTRUCTION OF REPLACEMENT OLF. To help ensure the proposed replacement OLF is constructed in a manner that can be found acceptable to the Secretary of the Navy and suitable for use as a replacement landing field, the following will apply:

(A) Section 10.1: GOVERNMENT Input on COUNTY Construction Plans. COUNTY will submit to GOVERNMENT its proposed construction plans. To assist COUNTY in understanding how to meet the necessary requirements as outlined in Exhibit H, GOVERNMENT will review the plans and offer detailed comments to COUNTY. Such comments will include identification of requirements found within applicable Unified Facilities Criteria (UFCs) and other requirements incorporated by reference in Exhibit H. Construction performed in accordance with GOVERNMENT comments on COUNTY's plans will help COUNTY build the new OLF in a manner that complies with all Exhibit H GOVERNMENT requirements for a new OLF.

(B) Section 10.2: Professional Engineer Inspection / Observation. During construction, COUNTY will have onsite an employee or contract Professional Engineer for Title II Services who will be responsible for inspection and/or observation of construction operations.

(C) Section 10.3: Observation By GOVERNMENT Engineering Tech/Construction Manager. During construction, COUNTY will allow access to the construction site for approximately 8-12 hours per week for a GOVERNMENT Engineering Tech/Construction Manager to observe construction activities. Such observation is necessary to enable GOVERNMENT to determine whether the completed replacement OLF has been constructed by the COUNTY in a manner that can be found acceptable to the Secretary of the Navy and suitable for use as a replacement landing field, as required by the authorizing legislation (**Exhibit A**).

(i) Section 10.3.1: Special coordination between GOVERNMENT and COUNTY will be necessary to ensure GOVERNMENT can observe paving activities and installation of fire protection systems throughout construction.

(D) Section 10.4: Acceptability and Suitability Determination. GOVERNMENT will determine acceptability to the Secretary of the Navy and suitability for use of Site X as a replacement OLF after COUNTY completes all work and prior to effecting the proposed exchange.

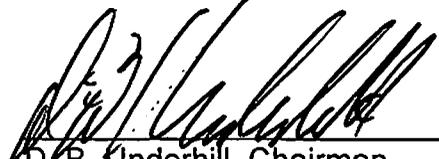
4. **No Further Amendment**. Except as specifically amended and modified by this Amendment, the Agreement remains unmodified and in full force and effect. To the extent of any inconsistency between the terms and provisions of this Amendment and the Agreement, the terms and provisions of this Amendment shall control.

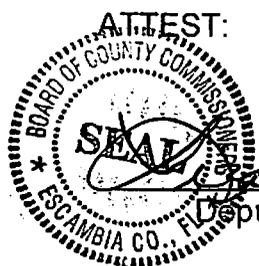
5. **Miscellaneous**. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original but together shall constitute one and the same instrument. Each party has the right to rely upon a facsimile or e-mail counterpart of this Amendment signed by the other party to the same extent as if such party received an original counterpart.

***(Signatures Appear on Following Pages)***

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have affixed their respective signatures, in recognition and acceptance of the terms, conditions and provisions stated above in this Amendment, effective as of the date last written below.

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners,

  
D. B. Underhill, Chairman

ATTEST: Pam Childers  
Clerk of the Circuit Court  
  
Deputy Clerk  


Date: 9/7/2017

Approved as to form and legal sufficiency.  
By/Title: Robert A. ...  
Date: Sept. 7, 2017

UNITED STATES OF AMERICA  
DEPARTMENT OF THE NAVY

By: \_\_\_\_\_  
CASSANDRA S. NORRIS

Its: REAL ESTATE CONTRACTING OFFICER

Date: \_\_\_\_\_

BCC Approved 09-07-2017

## LIST OF EXHIBITS

- Exhibit A: Legislation**
- Exhibit B: Existing Navy Property (legal description)**
- Exhibit C: Replacement Navy Property (legal description)**
- Exhibit D: County Environmental Covenant**
- Exhibit E: Deed (County to Navy)**
- Exhibit F: Quitclaim Deed (Navy to County)**
- Exhibit G: Costs to be Reimbursed to Navy**
- Exhibit H: Escambia County OLF Construction Requirements for Replacement Outlying Landing Field**
- Exhibit I: Memorandum of Agreement Among the Department of the Navy, Escambia County, Florida and the Florida Department of State, Division of Historical Resources Regarding the Transfer of NOLF Site 8 to Escambia County, Florida, dated May 25, 2017**

**EXHIBIT F**

This document was prepared by:  
Susan M. Bird, Esq.  
Associate Counsel  
Department of the Navy  
Naval Facilities Engineering Command Southeast  
Box 30, Naval Air Station Jacksonville  
Jacksonville FL 32213-0030  
(904) 542-6651

STATE OF FLORIDA            )  
  )  
  )  
COUNTY OF ESCAMBIA        )

**QUIT CLAIM DEED**

**THIS INDENTURE**, made this \_\_\_\_\_ day of \_\_\_\_\_, 201\_, between the **UNITED STATES OF AMERICA**, acting by and through the Department of the Navy, located at Naval Facilities Engineering Command Southeast, P.O. Box 30, Naval Air Station Jacksonville, Florida, hereinafter referred to as "GRANTOR," and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, located at 221 Palafox Place, Pensacola, Florida, hereinafter referred to as "GRANTEE." The term "GRANTOR" refers to the United States of America and includes where context requires, the "Government," "U.S. Department of the Navy (Navy)," and any other agencies or departments of the United States referred to herein. The terms "land" or "Property" and the real estate described in Exhibit "A" shall be referred to interchangeably.

WHEREAS the United States Congress has authorized the Secretary of the Navy to convey the Property to the GRANTEE pursuant to certain terms and conditions more fully set forth in Section 2833 of Public Law No. 114-92, the National Defense Authorization Act ("Act") for Fiscal Year 2016, signed by the President of the United States on November 25, 2015; and

WHEREAS the Property hereby conveyed is presently under the jurisdiction of the Secretary of the Navy, and is available and authorized for disposal by the Secretary of the Navy acting pursuant to the above referenced statutory authority.

**WITNESSETH**

NOW THEREFORE, the GRANTOR, for good and valuable consideration, the receipt

and sufficiency of which is hereby acknowledged, does hereby remise, release and forever quitclaim to the GRANTEE, its successors and assigns, all of GRANTOR's right, title and interest in and to that "Property" commonly referred to as the Navy Outlying Landing Field Site 8 associated with Naval Air Station Whiting Field, consisting of approximately 640 acres of land, and being more particularly described in Exhibit "A," which is attached hereto, made a part hereof, and consists of \_\_\_ ( ) pages.

TOGETHER WITH all Government-owned buildings and improvements located thereon, and all and singular rights, tenements, hereditaments, appurtenant easements and appurtenances belonging, or in any way appertaining thereto, including fixtures, structures, mineral rights or water rights upon said Property, and any means of ingress and egress appurtenant thereto.

SUBJECT to any and all existing easements, recorded or unrecorded, rights-of-way for public roads, highways, streets, railroads, electrical transmission lines, waterlines, pipelines, public utilities, pumps, piping, utilities, and associated appurtenances, and subject to what a detailed survey and inspection of the premises would reveal.

SUBJECT to the GRANTOR conveying the Property on an "as is, where is," with all faults basis, without warranty, express or implied, except as required by Title 42, United States Code, Section 9620(h), with any and all latent and patent defects. GRANTEE acknowledges that GRANTOR has made the Property available for inspection by GRANTEE and GRANTEE's representatives. GRANTEE has inspected, or will have inspected prior to closing, the physical condition of the Property to the extent felt necessary by GRANTEE, including all improvements thereon, and accepts title to the same "as is" in its existing physical condition. GRANTEE acknowledges that it is not relying upon any representation, warranty statement or other assertion of the United States of America, as GRANTOR, including its agencies or any official, agent representative or employee of the foregoing, with respect to the Property's conditions. GRANTEE is relying solely and wholly on GRANTEE's own examination of the Property, is fully satisfied with the Property, and accepts any liabilities or costs arising in connection with the condition of the Property, including, but not limited to any costs or liabilities pertaining to any environmental condition on the Property. Except as set forth in Section I, below, the United States of America and its agencies disclaim any and all express or implied warranties and specifically make no warranties of title, habitability, merchantability, suitability, fitness for any purpose, or any other warranty whatsoever. GRANTEE is put on notice that any prior grant and/or encumbrance may be of record and GRANTEE is advised to examine all public records available regarding the Property.

No employee or agent of GRANTOR is authorized to make any representation or warranty as to the quality or condition of the Property, merchantability, suitability or fitness of the Property for any use whatsoever, known or unknown to GRANTOR, or compliance with any environmental protection, pollution or land use laws, rules, regulations, orders, or requirements including, but not limited to, those pertaining to the handling, generating, treating, storing, or disposing of any hazardous waste or substance. In no event shall GRANTOR be responsible or liable for latent or patent defects or faults, if any, in the Property or for remedying or repairing the same including, without limitation, defects related to asbestos or asbestos containing materials, lead, lead-based paint, underground storage tanks, mold, radon or hazardous or toxic materials, chemicals or

waste, or for constructing or repairing any streets, utilities or other improvements shown on any plat of the Property.

Nothing in this "as is, where is" provision will be construed to modify or negate the GRANTOR's obligation under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) covenant or any other statutory obligations set forth below in this deed.

## **I. GRANTOR NOTICES AND COVENANTS**

### **A. CERCLA COVENANT**

**1. Property Covered by Covenant and Access Rights Made Pursuant to Section 120(h)(4)(D) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(4)(D)):** For the property, the GRANTOR provides the following covenants and retains the following access rights:

**a. Covenant Pursuant to Section 120(h)(4)(D)(i) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(4)(D)(i)):** Pursuant to section 120(h)(4)(D)(i) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(4)(D)(i)), the United States warrants that any response action or corrective action found to be necessary after the date of this deed for contamination existing on the property prior to the date of this deed shall be conducted by the United States.

**b. Access Rights Pursuant to Section 120(h)(4)(D)(ii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(4)(D)(ii)):** The United States retains and reserves a perpetual and assignable easement and right of access on, over, and through the property, to enter upon the property in any case in which an environmental response or corrective action is found to be necessary on the part of the United States, without regard to whether such environmental response or corrective action is on the property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, test pitting, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this instrument. Such easement and right of access shall be binding on the GRANTEE and its successors and assigns and shall run with the land.

(1). In exercising such easement and right of access, the United States shall provide the GRANTEE or its successors or assigns, as the case may be, with reasonable notice of its intent to enter upon the property and exercise its rights under this clause, which notice may be severely curtailed or even eliminated in emergency situations. The United States shall use reasonable means to avoid and to minimize interference with the GRANTEE's and the GRANTEE's successors' and assigns' quiet enjoyment of the property. At the completion of work, the work site shall be reasonably restored. Such easement and right of access includes the

right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the GRANTEE, nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the United States.

(2). In exercising such easement and right of access, neither the GRANTEE nor its successors and assigns, as the case may be, shall have any claim at law or equity against the United States or any officer, employee, agent, contractor of any tier, or servant of the United States based on actions taken by the United States or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this clause: Provided, however, that nothing in this paragraph shall be considered as a waiver by the GRANTEE and its successors and assigns of any remedy available to them under the Federal Tort Claims Act.

## **B. PRESERVATION COVENANT**

1. In recognition of the fact that a Phase I Archaeological Survey is needed over the Property but has not yet been completed, and that GRANTEE, GRANTOR, the Florida State Historic Preservation Officer (SHPO) and the Advisory Council on Historic Preservation have entered into a Memorandum of Agreement (**Exhibit "C"**) pursuant to Section 106 of the National Historic Preservation Act to address this fact. GRANTEE covenants on behalf of itself, its heirs, successors and assigns that by its acceptance of the Property and this deed from the GRANTOR, it shall maintain and preserve the Property as follows:

a. No ground disturbance by GRANTEE shall take place within the area currently known as NOLF Site 8 without prior notice to, consultation with, and express written permission of, the Florida Department of State Division of Historical Resources (DHR).

b. Such permission shall be dependent upon GRANTEE's completion of a Phase I Archaeological Survey to determine if the NOLF Site 8 contains potentially significant archaeological resources.

c. If archaeological resources are found by GRANTEE as a result of the Phase I survey, then such permission may be dependent upon the required Phase II evaluation to determine the significance of archaeological resources as per National Register of Historic Places criteria.

d. If the site is found eligible for the National Register after Phase II, then a Phase III data recovery, alternative mitigation, or avoidance strategy will be required prior to undertaking further ground disturbance.

e. Any and all archaeological work and the resultant documentation completed by GRANTEE shall meet the Secretary of the Interior's Standards for Archeological Documentation within the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation (48 FR 44716) and the provisions of Chapter 1 A-46, Florida Administrative Code.

f. Surveys shall be sent by GRANTEE to the following address: R.A. Gray Building, 500 South Bronough Street, Tallahassee, Florida 32399 Attention: Director Division of Historical Resources and State Historic Preservation Officer until such time as DHR provides a new notice address. All submittals shall reference DHR Project File No.: 2016-3981.

g. This covenant is binding on GRANTEE, its heirs, successors and assigns in perpetuity. The failure of the Florida SHPO to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time.

This covenant shall be a binding servitude upon the Property and shall be deemed to run with the land. Execution of this covenant shall constitute conclusive evidence the GRANTEE agrees to be bound by the foregoing conditions and restrictions and to perform the obligations herein set forth.

## **II. NOTICE OF ENVIRONMENTAL CONDITIONS**

**A. Notice of the Presence of Asbestos-Containing Materials (ACM).** The GRANTEE, and each of its successors and assigns, is warned that the structures and improvements remaining on the PROPERTY may contain asbestos-containing materials both on their exterior and/or interior areas. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death. The GRANTEE, and each of its successors and assigns, covenants and agrees that in its use and occupancy of the PROPERTY (including demolition and disposal of existing improvements), it will comply with all applicable Federal, state, and local laws relating to ACM. Also, the GRANTOR assumes no liability for damages for personal injury, illness, disability, or death to the GRANTEE, or to GRANTEE's successors, assigns, employees, invitees, or any other person, including members of the general public, arising from or incident to the future purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with ACM on the PROPERTY after the date of this Indenture, whether the GRANTEE, its successors or assigns, has properly warned or failed to properly warn the individual(s) injured. Consistent with the foregoing, GRANTEE and its successors and assigns shall not have liability for (i) any violations of laws or regulations relating to ACM occurring prior to the date of this Indenture, or (ii) any releases of or exposures to ACM occurring before the date of this Indenture.

**B. Lead-Based Paint.** The GRANTOR represents after diligent inquiry, and the GRANTEE, and each of its successors and assigns, acknowledges, that all portions of the improvements on the PROPERTY subject to this Indenture may include lead-based paint ("LBP") as of the date of this Indenture. The Property may include improvements that are presumed to contain LBP

because they are thought to have been constructed prior to 1978. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. The GRANTEE, and each of its successors and assigns, covenants and agrees that in its use and occupancy of the PROPERTY (including demolition and disposal of existing improvements), it will comply with all applicable Federal, state, and local laws relating to LBP. Also, the GRANTOR assumes no liability for damages for personal injury, illness, disability, or death to the GRANTEE, or to GRANTEE'S successors, assigns, employees, invitees, or any other person, including members of the general public, arising from or incident to the future purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with LBP on the PROPERTY after the date of this Indenture, whether the GRANTEE, its successors or assigns, has properly warned or failed to properly warn the individual(s) injured. Consistent with the foregoing, GRANTEE and its successors and assigns shall not have liability for (i) any violations of laws or regulations relating to LBP occurring prior to the date of this Indenture, or (ii) any releases of or exposure to LBP occurring before the date of this Indenture.

**C. Pesticide Notification.** The GRANTEE is hereby notified that the Property may contain pesticide residue from pesticides that have been applied in the management of the Property. The GRANTOR knows of no use of any registered pesticide in a manner inconsistent with its labeling and believes that all applications were made in accordance with the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), 7 U.S.C. Section 136, et seq. It is the GRANTOR's position that it shall have no obligation under the covenants provided pursuant to Section 120(h)(3)(A)(ii) of CERCLA, 42 U.S.C. Sections 96720(h)(4), for the remediation of any registered pesticides applied in a manner consistent with its labeling and in accordance with FIFRA.

### **III. ACKNOWLEDGEMENTS**

**A. Notice upon Transfer.** In the event the Property, or any portion thereof, is transferred or conveyed, the conveyance document will contain, or incorporate by specific reference to the Official Record Book and page of the public records of Escambia County where the deed is recorded, all notice provisions, covenants, and other duties and obligations contained herein.

**B. Subsequent Owners Bound by all Notices and Covenants.** GRANTEE and GRANTOR hereby agree and acknowledge their intention that the notice requirements and covenants contained in this deed shall RUN WITH THE LAND AND BE BINDING UPON ALL SUBSEQUENT OWNERS OF THE PROPERTY IN PERPETUITY. GRANTEE and its successors and assigns shall not be liable for any breach of those notice requirements or covenants placed upon the Property on account of any matters or events occurring after their respective transfer of ownership of the Property, provided, however, that each such party shall, notwithstanding such transfer, remain liable for any breach of such notice requirements or covenants to the extent caused by the fault or negligence of such party. The Marketable Record Title Act does not affect or extinguish any rights created by the covenants contained herein (§712.03(8), Florida Statutes, effective July 1, 2000).

**C. Other Environmental Due Diligence.** The GRANTOR has determined that the Property described in Exhibit "A" is environmentally suitable for transfer to the GRANTEE and has informed the GRANTEE of the environmental condition of the Property hereby conveyed, all as more fully set forth in the Environmental Condition of Property (ECP), **Exhibit "B,"** which is attached hereto and made a part hereof, and consists of \_\_\_ pages. The GRANTEE acknowledges receipt of the ECP.

TO HAVE AND TO HOLD the foregoing Property, together with any improvements thereon, structures, related personal Property, and appurtenances, unto GRANTEE, its successors and assigns forever.

List of Exhibits:

**Exhibit "A":** Legal Description and Plats of the Property

**Exhibit "B":** Environmental Condition of Property

**Exhibit "C":** Memorandum of Agreement pursuant to Section 106 of the National Historic Preservation Act, dtd May 25, 2017

**[SIGNATURE PAGE FOLLOWS]**



ACCEPTANCE

This Quitclaim Deed is accepted by Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, this \_\_\_\_\_ day of \_\_\_\_\_, 201\_, as authorized by the Escambia County Board of County Commissioners, at its meeting held on the \_\_\_\_ day of \_\_\_\_\_, 201\_. The foregoing was approved by the Board of County Commissioners pursuant to Resolution No. \_\_\_\_\_, dated \_\_\_\_\_, 201\_.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By and through its duly authorized \_\_\_\_\_

\_\_\_\_\_  
Name/position here

ATTEST: \_\_\_\_\_

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

(COUNTY SEAL)

Exhibit "A"

**Legal Description:**

EAST THREE-QUARTERS OF SECTION 5 AND THE WEST ONE-QUARTER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 31 WEST, IN ESCAMBIA COUNTY, STATE OF FLORIDA, COMPRISING 640 ACRES.

*\*[Subject to change at time of final conveyance if title work indicates a more accurate legal description is required]*



**Exhibit "B"**

*[Environmental Condition of Property will be inserted here]*

DRAFT

Exhibit "C"

*[Memorandum of Agreement pursuant to Section 106 of the National Historic Preservation Act, dtd May 25, 2017 will be inserted here]*

DRAFT

**CERTIFICATE OF RECORDATION**

STATE OF FLORIDA            )  
  )  
COUNTY OF ESCAMBIA        )

This is to certify that a Quitclaim Deed dated the \_\_\_\_ day of \_\_\_\_\_, 201\_, from the UNITED STATES OF AMERICA to ESCAMBIA COUNTY, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, was filed for record at \_\_\_ o'clock \_\_\_,pm., on the \_\_\_\_ day of \_\_\_\_\_, 201\_, and has been recorded at pages \_\_\_\_ to \_\_\_\_, inclusive, of Official Record Book No. \_\_\_\_\_ of the public records of my office.

This the \_\_\_\_ day of \_\_\_\_\_, 201\_.

BY: \_\_\_\_\_

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

## EXHIBIT H

### ESCAMBIA COUNTY OLF CONSTRUCTION REQUIREMENTS FOR REPLACEMENT OUTLYING LANDING FIELD

- Four inboard runways 1,800-ft x 75-ft centered on the geographic center of the NOLF. These infield runways will be constructed completely of asphalt with no lighting. A dashed centerline will be marked with paint down the center of each runway.
- Two concrete 75-ft x 75-ft fuel pits with a single dedicated parking and fuel containment site large enough to support a single 2000 gallon mobile fuel truck to facilitate hot refueling for both refueling pads, constructed in accordance with the provisions of UFC 3-460-01, "Petroleum Fuel Facilities" Section 4-3.2.1.
- A Satellite Fire Station, located in the center of the NOLF, which contains provisions referenced in UFC 4-730-10N for a Small Satellite Fire Station, incorporating an air operations facility and line shack and an observation tower with height sufficient to meet UFC 3-260-01 standards. The observation tower shall feature a 360-degree view of the NOLF.
- Two outboard runways 1,800-ft x 75-ft centered on the southern and eastern perimeters of the property. The southern runway will have an East-West heading and the eastern runway will have a North-South heading. The runways will be constructed with asphalt in accordance with UFC3-260-01 and UFC 3-260-02. Lighting is not required on any of the runways. A dashed centerline will be marked with paint down the center of each runway.
- Two sets of four diamond shaped gravel landing spots with 50-ft sides will be centered between the southern East-West runways and the Eastern North-South runways. Two additional sets of four diamond shaped gravel landing spots with 50-ft sides will be positioned in the Western and Northern sections of the field in the same relative position and equidistant from the inner runways as defined for the Eastern and Southern gravel landing spots. The gravel landing spots require 400ft of lateral clearance from each other.
- Within each set of four diamond shaped gravel landing spots, two (2) gravel landing spots will be lighted, for a total of eight (8) lighted gravel landing spots on the airfield. The two lighted gravel landing spots within each set of four gravel landing spots will be diagonal from each other, with the nearest lit gravel landing spot to the right, and the farthest lit gravel landing spot to the left, regardless of flight direction. A graphical depiction of this arrangement is included in **Attachment H-1** of this Exhibit, *Revised Site X Construction Requirements*.

- The lighting shall be placed in a square configuration, with the lights placed at the midpoint of each side of the diamond gravel landing spots in a square formation and 10-ft from the midpoint of the diamond pad. A graphical depiction of this arrangement is included in **Attachment H-2** of this Exhibit, *Lighted Field Marker Specifications*. All lighting shall be compatible with both Night Vision Device (NVD) and unaided flight profiles. In order to accomplish this, the helipad perimeter lighting requires a 5-step intensity and shall be installed semi-flush. Electrical power controls for the lighting should be located in the Observation Tower (Primary) and the Satellite Fire Station (Secondary). The 5 step lighting circuit should follow the intensity steps as outlined in UFC 3-535-01. The airfield lighting shall be broken into two circuits: an East-West circuit and a North-South circuit. Naval Air Systems Command (NAVAIR) has issued an Airfield Safety Waiver WFD-54 for Non-Standard Lighting Pad X, dated 7 August 2017 (**Attachment H-3**).
- One rectangular shaped Confined Area Landing (CAL) zone in the northwest corner with a width of 200-ft and length of 150-ft is required. There will be a road, constructed of gravel or asphalt millings, from the edge of the wooded area to the CAL zone.
- Two pinnacles, one on the northeast corner and one on the southwest corner are required. The height of the pinnacle shall be 20-ft.
- Construct an asphalt service road to access the blockhouse that does not cross the outbound autorotation runway. The road will have one turn before reaching the Satellite Fire Station. Add a Foreign Object Debris (FOD) removal device at the entrance to the airfield within the asphalt portion of the service road.
- Create a perimeter road inside the fence line. The road will consist of a prepared surface, but does not need to be pavement or concrete.
- All improvements, to include the perimeter fence, on the airfield must meet the Department of Defense (DOD) Force Protection specifications in place as of June 15, 2016 (the effective date of the original Land Exchange Agreement signed by GOVERNMENT and COUNTY).
- All airfield improvements shall conform to the most current version of the applicable Unified Design Criteria, the titles of which can be found on the Whole Building Design Guide at the Unified Facilities Guide Specification (UFGS) Website. These criteria shall include the following UFC's and other relevant guiding documents as well as those referenced therein:
  - a. UFC 1-200-01 - General Building Requirements
  - b. UFC 3-260-01 - Airfield and Heliport Planning and Design
  - c. UFC 3-260-02 - Pavement Design for Airfields
  - d. UFC 3-460-01 - Petroleum Fuel Facilities

- e. UFC 3-535-01 - Visual Air Navigation Facilities
- f. UFC 3-600-01 - Fire Protection Engineering
- g. UFC 4-010-01 - DoD Minimum Antiterrorism Standards for Buildings
- h. UFC 4-022-03 - Security Fences and Gates
- i. UFC 4-730-10N - Navy and Marine Corps Fire Stations
- j. NAVAIR 51-50AAA-2 – General Requirements for Shore-based Airfield

Marking and Lighting

COUNTY and GOVERNMENT will work together to develop more detailed construction plans and specifications which will guide the successful implementation of these OLF site requirements.

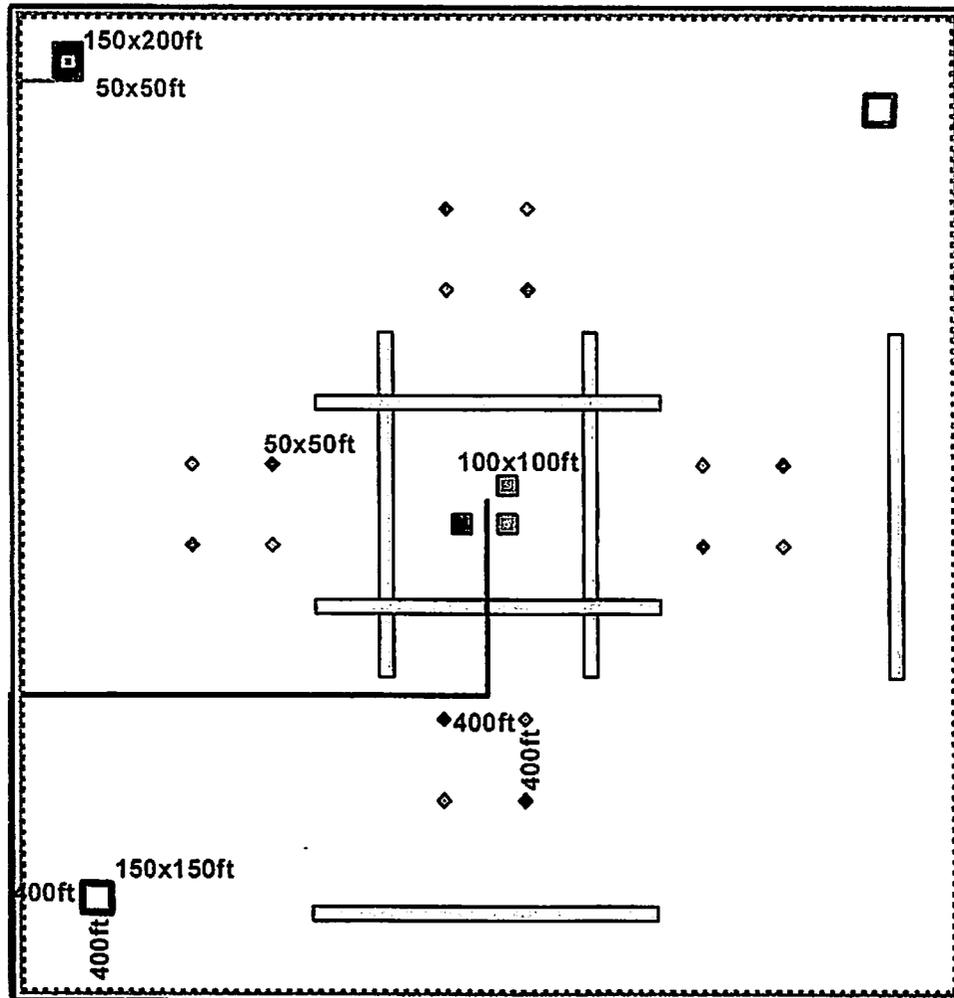
**Attachment H-1:** *Revised Site X Construction Requirements*

**Attachment H-2:** *Lighted Field Marker Specifications*

**Attachment H-3:** *NAVAIR Airfield Safety Waiver WFD-254/Non-Standard Lighting Pad X, dtd 7 Aug 2017*

# Site X Construction Requirements

May 22, 2017



## Legend

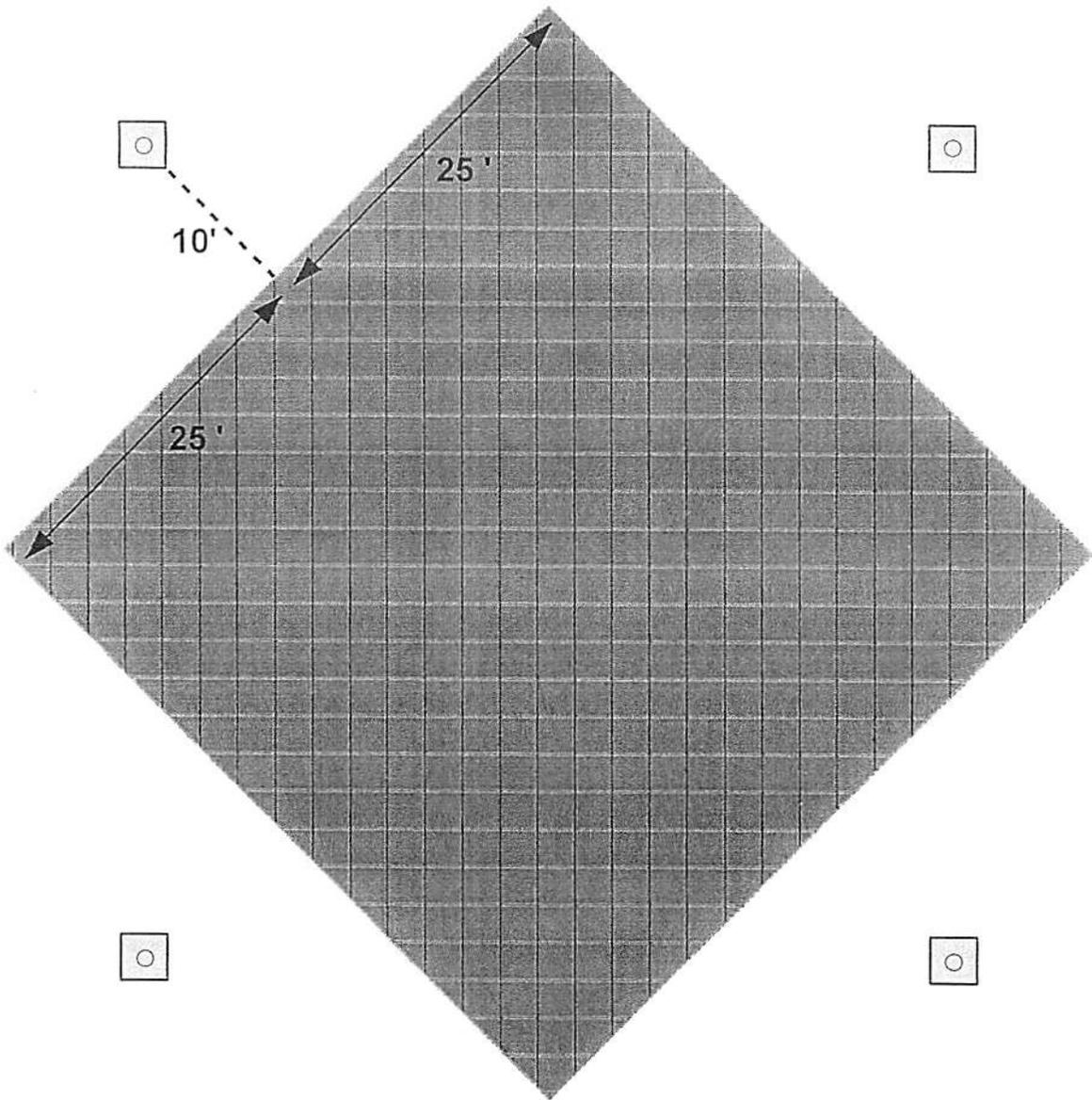
- Boundary
- Paved Road
- Gravel Road
- Inside 30ft Buffer
- Outside 20ft Buffer
- Type
- Block House
- CAL Landing
- CAL Zone
- Fuel P1
- Gravel Fld Marker
- Lighted Fld Marker
- Pinnacle
- Runway



1 inch = 1,000 feet

Attachement H-1

# Lighted Field Marker Specifications



## Legend

- Light
- Field Marker
- Concrete Light Footing





DEPARTMENT OF THE NAVY  
NAVAL AIR SYSTEMS COMMAND  
RADM WILLIAM A. MOFFETT BUILDING  
47123 BUSE ROAD BLDG 2272  
PATUXENT RIVER MARYLAND 20670-1547

11000  
Ser AIR-7.10/060  
07 August 2017

From: Commander, Naval Air Systems Command  
To: Commanding Officer, Naval Air Station, Whiting Field

Subj: AIRFIELD SAFETY WAIVER WFD-54; NON-STANDARD LIGHTING PAD X

Ref: (a) IBONS submission 08/04/2017

1. Reference (a) requested an airfield safety waiver for non-standard lighting at Pad X. Pad X was constructed in support of a County land swap which will take the place of a Helicopter Pad at OLF Santa Rosa. Night vision devices (NVD) lighting for OLF X shall comply with a scheme similar in nature to that already established at OLF Santa Rosa. Procedures for Airfield Duty Officer incorporated into Training Air Wing FIVE Rotary Wing Operating Procedures shall ensure that NVD lighting is on and operational before NVD flight operations begin.

2. Risk mitigation includes landing zone (LZ) lighting configured to provide sufficient illumination for aircraft at altitude and in the pattern to maintain reference to the landing spot and overall orientation to the airfield while not overly saturating the landing zone with light that is not compatible with NVD. Course rules for outlying field that specifies method of entry and departures, landing spots in use, limit the number of aircraft in the pattern, and standardizes communication between aircraft. Accordingly, an airfield safety waiver is issued as follows:

<u>Waiver</u>	<u>Description</u>
WFD-54	To permit non-standard lighting on Pad X as discussed above and shown in enclosure (1).

3. Naval Air Systems Command point of contact is Mr. LeRoy Mattingly, AIR 7.10, DSN 757-2145, commercial (301) 757-2145 and facsimile (301) 757-2167.

8/8/2017

**X** William F. Cords

---

Signed by: CORDS, WILLIAM, FREDERICK 1099674403

W.F. Cords  
By direction

**MEMORANDUM OF AGREEMENT**  
**AMONG THE DEPARTMENT OF THE NAVY,**  
**ESCAMBIA COUNTY, FLORIDA**  
**THE FLORIDA DEPARTMENT OF STATE, DIVISION OF HISTORICAL**  
**RESOURCES, AND**  
**THE ADVISORY COUNCIL ON HISTORIC PRESERVATION**  
**REGARDING**  
**THE TRANSFER OF NAVAL OUTLYING FIELD SITE 8**  
**ESCAMBIA COUNTY, FLORIDA**

WHEREAS, the Secretary of the Navy (Navy) has been authorized by the National Defense Authorization Act (Public Law 114-92, Section 2833) to convey to Escambia County, Florida, (County) all right, title, and interest of the United States in and to a parcel of real property, including any improvements thereon, containing Navy Outlying Landing (NOLF) Field Site 8 in Escambia County associated with Naval Air Station, Whiting Field, Milton, Florida; and

WHEREAS, the Navy has determined that the proposed action to transfer NOLF Site 8 constitutes an Undertaking pursuant to Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108) (NHPA); and

WHEREAS, the Navy has established that Area of Potential Effects (APE) of the Undertaking as defined at 36 CFR § 800.16(d) is restricted to the current boundaries of NOLF Site 8 (see Exhibit A); and

WHEREAS, the Navy has determined that the Undertaking may have an adverse effect on historic properties (which are eligible for listing in the National Register of Historic Places) and has consulted with the Florida State Historic Preservation Officer (SHPO) pursuant to 36 CFR Part 800, of the regulations implementing Section 106 of the NHPA; and

WHEREAS, the Navy has consulted sixteen federally recognized Indian tribes (Tribes) (Absentee Shawnee Tribe of Indians of Oklahoma, Alabama-Coushatta Tribe of Texas, Alabama-Quassarte Tribal Town, The Chickasaw Nation, The Choctaw Nation of Oklahoma, Coushatta Tribe of Louisiana, Eastern Shawnee Tribe of Oklahoma, Jena Band of Choctaw Indians, Kialegee Tribal Town, Miccosukee Tribe of Indians, Mississippi Band of Choctaw Indians, The Seminole Nation of Oklahoma, Seminole Tribe of Florida, Shawnee Tribe, Thlopthlocco Tribal Town, Tunica-Biloxi Indian Tribe) on the Undertaking and its potential effects on historic properties; and

WHEREAS, the Navy has consulted with the County to resolve the potential effects on historic properties associated with the proposed transfer of NOLF Site 8, and has invited the County to sign this Memorandum of Agreement (MOA) as an Invited Signatory; and

WHEREAS, in accordance with 36 C.F.R. § 800.6(a)(1), the Navy has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination with specified documentation and the ACHP has chosen to participate in the consultation pursuant to 36 C.F.R. §800.6(a)(1)(iii); and

WHEREAS, the Navy has not undertaken a cultural resources survey at NOLF Site 8 and acknowledges the possibility that historic properties are located there; and

WHEREAS, the Navy consulted with the SHPO who has concurred that an archaeological survey is not required prior to the transfer of NOLF Site 8 to the County; and

WHEREAS, the Navy has consulted the Tribes and has not been advised of any known historic properties in the APE esteemed by these Tribes that could be affected by the Undertaking; and

NOW, THEREFORE, the Navy, the SHPO, the County, and the ACHP agree that the Undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties.

#### STIPULATIONS

The Navy shall ensure the following measures are carried out:

1. Navy shall include in its deed of transfer a Preservation Covenant memorializing the responsibility of the County to complete a Phase I Archaeological Survey prior to initiating any ground disturbing activity (see Exhibit B), which shall state the following requirements:

a. No ground disturbance shall take place within the area currently known as NOLF Site 8 without prior notice to, consultation with, and express written permission of, the Florida Department of State Division of Historical Resources (DHR).

b. Such permission shall be dependent upon Escambia County's completion of a Phase I archaeological survey to determine if the NOLF Site 8 contains potentially significant archaeological resources.

c. If archaeological resources are found as a result of the Phase I survey, then such permission may be dependent upon the required Phase II evaluation to determine the significance of archaeological resources as per National Register criteria.

d. If the site is found eligible for the National Register after Phase II, then a Phase III data recovery, alternative mitigation, or avoidance strategy is required prior to undertaking further ground disturbance.

e. Any and all archaeological work and the resultant documentation shall meet the Secretary of the Interior's Standards for Archeological Documentation within the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation (48 FR 44716) and the provisions of Chapter 1A-46, Florida Administrative Code.

f. Surveys shall be sent to the following address: R.A. Gray Building, 500 South Bronough Street, Tallahassee, Florida 32399 Attention: Director Division of Historical Resources and State Historic Preservation Officer until such time as DHR provides a new notice address. All submittals shall reference DHR Project File No.: 2016-3981

### ADMINISTRATIVE PROVISIONS

2. Duration: This MOA will expire if the land transfer is not carried out within five (5) years from the date of its execution. Prior to such time, the Navy may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation 4 below.

3. Dispute Resolution: Should any signatory or consulting party to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, the Navy shall consult with such party to resolve the objection. If the Navy determines that such objection cannot be resolved, the Navy will:

- a. Forward all documentation relevant to the dispute, including the Navy's proposed resolution, to the ACHP. The ACHP shall provide the Navy with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the Navy shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories and concurring parties, and provide them with a copy of this written response. The Navy will then proceed according to its final decision.
- b. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, The Navy may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the Navy shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the MOA, and provide them and the ACHP with a copy of such written response.
- c. The Navy's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

- d. Should any member of the public raise a timely and substantive objection pertaining to the manner in which the terms of this MOA are carried out, at any time during its implementation, the Navy shall take the objection into account by consulting with the objector to resolve the objection. When the Navy responds to an objection, it shall notify the consulting parties of the object and the manner in which it was resolved. The Navy may request the assistance of a consulting party to resolve an objection.

4. Amendments: This MOA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all of the signatories is filed with the ACHP.

5. Termination:

- a. If any signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other signatories to attempt to develop an amendment per Stipulation 4, above. If within thirty (30) days (or another time period agreed to by all signatories) an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories. Once the MOA is terminated, and prior to work continuing on the undertaking, the Navy must either (a) execute an MOA pursuant to 36 CFR § 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR § 800.7. The Navy shall notify the signatories as to the course of action it will pursue.

- b. If the terms of this MOA are satisfied prior to its expiration date, the Navy shall provide written notification to the other signatories and concurring parties, and proceed to terminate this agreement.

6. Anti-Deficiency Act:

- a. The Anti-Deficiency Act, 31 U.S.C. §1341, prohibits federal agencies from incurring an obligation of funds in advance of or in excess of available appropriations. Accordingly, the signatory parties agree that any requirement for the obligation of Navy funds arising from the terms of this MOA are subject to the availability of appropriated funds. The stipulations of this MOA will not be interpreted as requiring the obligation of appropriated funds in violation of the Anti-Deficiency Act.

- b. The Navy will make reasonable and good faith efforts to secure the necessary funds to implement this MOA in its entirety. If compliance with the Anti-Deficiency Act alters or

impairs the Navy's ability to implement the stipulations of this agreement, the Navy will consult in accordance with the amendment and terminations procedures found at Stipulations 4 and 5 of this agreement.

Execution of this MOA by the Navy, the SHPO, and Escambia County and its submission to the Council in accordance with 36 CFR §800.6(b)(1)(iv), evidences that the Department of the Navy has taken into account the potential effects of the proposed transfer on historic properties and has met its obligations under Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. Section 306108 *et seq*) and complied with the Act's implementing regulations (36 C.F.R. Part 800 *et seq*).

**SIGNATORIES:**

DEPARTMENT OF THE NAVY

By: Callie Destafney Date: 12/5/16  
C. R. DESTAFNEY, Region Environmental Director  
Navy Region Southeast

By: ESCAMBIA COUNTY, FLORIDA by and  
through its duly authorized BOARD OF  
COUNTY COMMISSIONERS

ATTEST: Pam Childers  
Clerk of the Circuit Court



Sean Carey  
Deputy Clerk

D.B. Underhill  
D.B. UNDERHILL, Chairman

BCC Approved: 03-16-2017

Date: 3/16/2017 Approved as to form and legal  
sufficiency.

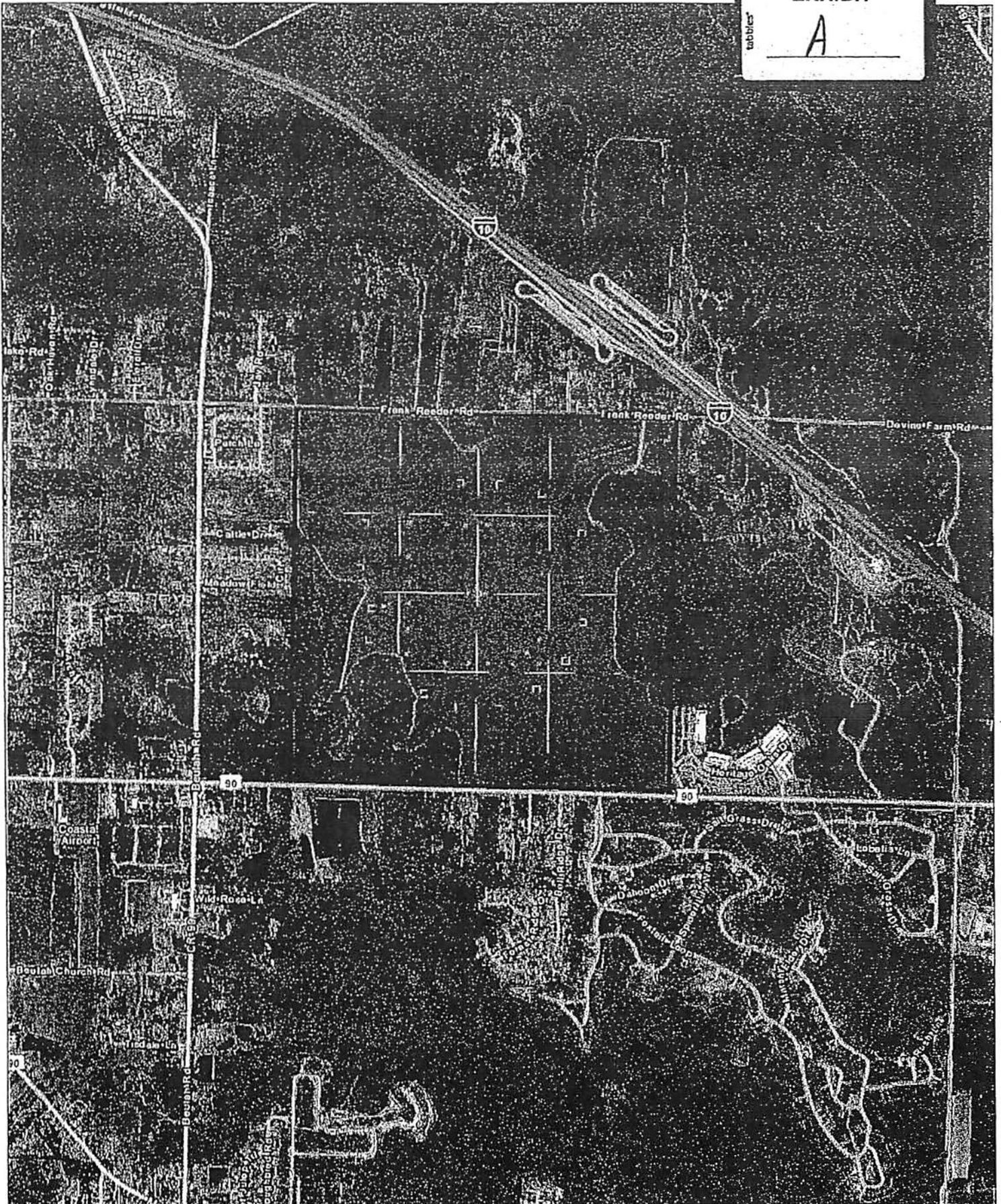
By/Title: Robert Post, County Atty  
Date: Dec. 12, 2016

FLORIDA DIVISION OF HISTORICAL RESOURCES

By: Timothy A. Parsons Date: 5/8/2017  
TIMOTHY A. PARSONS, Ph.D., State Historic Preservation Officer

ADVISORY COUNCIL ON HISTORIC PRESERVATION

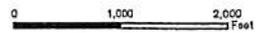
By: John M. Fowler Date: 1/25/17  
JOHN M. FOWLER, Executive Director  
Advisory Council on Historic Preservation



Legend

 Installation Boundary/APE

# NOLF Site 8 APE



1 Inch = 1,587 Feet  
 Image Date: 01/2012  
 Map Printed: 03/2014



**EXHIBIT B**

**PRESERVATION COVENANT**

*(Text to be included in body of the deed from United States of America to  
the Board of County Commissioners of Escambia County)*

In recognition of the fact that a Phase I Archaeological Survey is needed over the Property but has not yet been completed, and that GRANTEE, GRANTOR, and the Florida State Historic Preservation Officer (SHPO) have entered into a Memorandum of Agreement pursuant to Section 106 of the National Historic Preservation Act to address this fact, GRANTEE covenants on behalf of itself, its heirs, successors and assigns that by its acceptance of the Property and this deed from the GRANTOR, it shall maintain and preserve the Property as follows:

1. No ground disturbance by GRANTEE shall take place within the area currently known as NOLF Site 8 without prior notice to, consultation with, and express written permission of, the Florida Department of State Division of Historical Resources (DHR).

2. Such permission shall be dependent upon GRANTEE'S completion of a Phase I Archaeological Survey to determine if the NOLF Site 8 contains potentially significant archaeological resources.

3. If archaeological resources are found by GRANTEE as a result of the Phase I survey, then such permission may be dependent upon the required Phase II evaluation to determine the significance of archaeological resources as per National Register of Historic Places criteria.

4. If the site is found eligible for the National Register after Phase II, then a Phase III data recovery, alternative mitigation, or avoidance strategy will be required prior to undertaking further ground disturbance.

5. Any and all archaeological work and the resultant documentation completed by GRANTEE shall meet the Secretary of the Interior's Standards for Archeological Documentation within the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation (48 FR 44716) and the provisions of Chapter 1A-46, Florida Administrative Code.

6. Surveys shall be sent by GRANTEE to the following address: R.A. Gray Building, 500 South Bronough Street, Tallahassee, Florida 32399 Attention: Director Division of Historical Resources and State Historic Preservation Officer until such time as DHR provides a new notice address. All submittals shall reference DHR Project File No.: 2016-3981.

7. This covenant is binding on GRANTEE, its heirs, successors and assigns in perpetuity. The failure of the Florida SHPO to exercise any right or remedy granted under this

instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time.

This covenant shall be a binding servitude upon the Property and shall be deemed to run with the land. Execution of this covenant shall constitute conclusive evidence the GRANTEE agrees to be bound by the foregoing conditions and restrictions and to perform the obligations herein set forth.

September 11, 2017

Mr. Jack R. Brown  
County Administrator  
Escambia County  
221 Palafox Place, Suite 420  
Pensacola, Florida 3502

**RE: Escambia County**  
**OLF-X Phase II – Design Revisions and Updates**  
PD 12-13.065  
BDI Project No. 25898.04

Dear Mr. Brown:

Thank you for taking the time this week to discuss alternative resolutions to moving forward with the OLF-X project.

We have reviewed the *EXHIBIT H – Escambia County OLF Construction Requirements For Replacement Outlying Land Field*. Based upon our review, we have estimated the design revisions and updates required to the OLF-X Phase II – Airfield design drawings and specifications. Our estimate is based upon our understanding of Amendment H. There are significant design changes for electrical lighting, instrumentation & controls, fire protection, architecture, mechanical, structural, and civil design. We estimate the design revisions and updates to be a lump sum amount of \$194,000.

We proposed to perform the Phase II – Airfield design revisions and updates as outlined in EXHIBIT H at no cost to the County based on the following conditions:

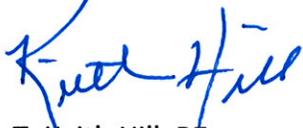
1. The County agrees to withdraw its request for payment from BDI in the amount of \$462,658.92 in their letter dated June 23, 2017.
2. The County will allow BDI direct or indirect communication with the Navy to provide clarity regarding design changes and updates listed in EXHIBIT H.
3. BDI will not be held responsible for the Phase I Contractor's demobilization resulting in his inability to complete the project on-time which may result in further damages, potential delays regarding a Land Swap with the Navy and County or impacts on any agreements for subsurface mineral rights associated with project completion.
4. BDI will maintain the Construction Engineering Inspection (CEI) services in their current contract for all Phases of OLF-X.

As noted, we rightfully anticipated we would have the opportunity to provide clarifications and interpretations during the construction phase. This also allows us to protect the design's integrity and the County's interests during the completion of the project.

As always, we stand committed to the successful completion of this project. Please let us know if you have any questions or comments. We hope you will find this to be a satisfactory resolution to ensure the completion of a successful project.

Sincerely,

**BASKERVILLE-DONOVAN, INC.**



T. Keith Hill, PE  
Executive Vice President, COO



BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

221 Palafox Place, Suite 420  
Pensacola, Florida 32502

Telephone (850) 595-4947  
Telefax (850) 595-4908

Jack R. Brown  
County Administrator

June 23, 2017

Mr. T. Keith Hill  
Baskerville-Donovan, Inc.  
449 West Main Street  
Pensacola, Florida 32502

*Via U.S. Mail, Certified/Return Receipt*

Re: PD 12-13.065, Design Services for OLF-X Property in Santa Rosa County

Mr. Hill:

The scheduled substantial completion date for Phase 1 of the OLF-X project is fast approaching, and there has been no progress on the site since last February due to the ongoing dispute between J. Miller and BDI, which has gravely compromised the viability of the project. While I appreciate your attempts to negotiate a compromise, those efforts have resulted in a stalemate. At this point, the site work must resume without further delay, and if necessary, the County is prepared to pursue all available legal remedies in order to complete the project in accordance with the contract documents.

As you know, BDI has acknowledged that a surveying error occurred while performing the design services for the project. This error necessitated a revised design, which requires additional site work in order to complete Phase 1 of the project. According to J. Miller, the cost to complete the earthwork under the revised design will total \$612,099.84 in addition to the current contract amount of 4.9 million dollars. BDI has disputed this estimate and claims J. Miller is only entitled to \$197,350.41 as additional compensation for work necessitated by BDI's surveying error.

The parties agree that the remaining earthwork, inclusive of the original scope and any work necessitated by the revised design, will entail a total quantity of 220,876 additional cubic yards. However, the starting quantity that was included in the original scope of work and the corresponding unit price (cost per cubic yard) that will be applied to calculate the cost to complete the remaining earthwork remain in dispute. J. Miller claims the starting quantity was 340,808 cubic yards at a cost of \$3.84 per cubic yard, and 30% or 102,242 cubic yards remains to be graded under the original scope; whereas BDI has asserted there was a starting quantity of 402,000 cubic yards at a cost of \$3.25 per cubic yard, and 40% or 160,800 cubic yards remains under the original scope.

Based upon staff's calculations and prior discussions between all parties, it is the County's position that the starting quantity totaled 356,000 cubic yards at a cost of \$3.67 per cubic yard, and 30% or 106,800 cubic yards remains to be graded under the original scope of J. Miller's contract. Of the total quantity of 220,876 additional cubic yards, the County has concluded that 114,076 cubic yards is directly attributable to BDI's surveying error and was not included as part of the original scope. The remaining 106,800 cubic yards was accounted for and included as part

of the lump sum price negotiated under the contract with J. Miller, and J. Miller must perform that work as part of the original scope.

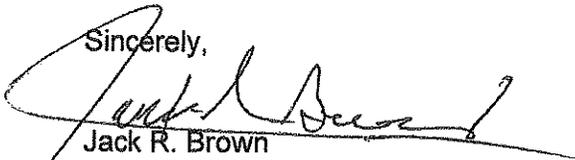
**Thus, BDI is responsible for the sum of \$418,658.92 to complete the additional earthwork under the revised design.** Please refer to Article 3, Scope of Work, ¶3.5 of the Agreement for Design Services (PD12-13.065) which makes BDI liable for costs incurred by the County when a modification to the Agreement with J. Miller is required as a result of any errors and omissions in the services performed by BDI. Under this provision, the County shall enforce liability and collect the amount due.

BDI is also responsible for the following additional costs that will be incurred by the County due to modifications to the contract with J. Miller that are necessitated by the revised design:

Remobilization	\$20,000.00
Performance and Payment Bond	\$6,000.00
Supervision/General Conditions	<u>\$18,000.00</u>
<b>Total Additional Costs</b>	<b>\$44,000.00</b>

**To resolve this matter expeditiously, the County is requesting payment from BDI in the total sum of \$462,658.92 within twenty (20) business days from the date of this letter.** Without your full cooperation, the County will have no other option but to proceed with all available legal remedies, which may include termination for cause in accordance with the terms of the Agreement.

Sincerely,



Jack R. Brown  
County Administrator

cc: Jaken E. Roane, Esquire, electronically at [jaken@guildaylaw.com](mailto:jaken@guildaylaw.com)  
Eli H. Miller, J. Miller Construction, Inc.

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

133404 FAX: 850-494-0242  
 J MILLER CONSTRUCTION INC  
 8900 WARING ROAD  
 PENSACOLA FL 32534

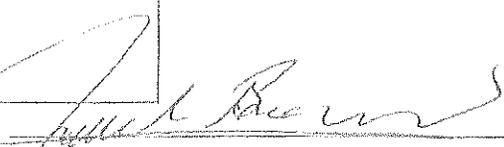
ENGINEERING  
 ENGINEERING DEPARTMENT  
 3363 WEST PARK PLACE  
 PENSACOLA FL 32505  
 ATTN: ROBIN LAMBERT

ORDER DATE: 08/02/16	BUYER: PAUL NOBLES	REQ. NO.: 16001659	REQ. DATE: 08/01/16
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TERMS: NET 30 DAYS	F.O.B.: JOB SITE	DESC.: CHANGE ORDER - 2
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ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			HCC Approval 06/22/2017. This RFF is for an additive change order for additional earthwork due to a survey error by the Engineer of Record (EOR). The resulting topographical error resulting in the production of a revised grading plan and additional quantities to the lumpsum line item of Earthwork. The agreed upon additional quantity for the revised grading plan is 114,076 CY of earthwork, additional mobilization, additional performance & payment bonding and additional general provisions to accomplish the work outlined. The total dollar amount for CO2 is \$462,658.92. Also included in this change order is time for the requested weather delays by the contractor to date. A total of 16 days have been requested. This will make the new substantial date July 30, 2017 and the new final date 8/29/2017. CIP: OLF SITE X PHASE I  Original PO Amount \$4,927,251.40 Change Order 1 \$ (3,598.20) Change Order 2 \$ 462,658.92 New PO Total \$5,386,312.12		
01	.00	LOT	CONTRACT PD 15-16.067 "OLF-X PHASE 1 EARTHWORK" TO INCLUDE BASE BID, ALT 1 (TEMPORARY GRASSING IRRIGATION), ALT 2 (PERIMETER FENCE) & ALT 3 (PERIMETER ROAD). BCC APPROVAL 07/19/2016	462658.9200	462,658.92

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	462,658.92
01	110273 56101	462,658.92	16PF3518	TOTAL \$	462,658.92
01	110273 56301	.00	16PF3518		

APPROVED BY 

Original Purchase Order



**CHANGE ORDER REQUEST  
PURCHASE ORDER / RELEASE ORDER / CONTRACT**

Vendor Code: 133404  
 Project Number: 16PF3518  
 Department: Public Works/Engineering

Vendor Name: J Miller Construction Inc.  
 P.O. Number: 161442 C.O. Number: 2  
 P.O. Number: 15-16.067 Date: 07/03/17

**Notes for Modifying the Scope of Award:**

**BCC Approval 06/22/2017.** This RFF is for an additive change order for additional earthwork due to a survey error by the Engineer of Record (EOR). The resulting topographical error resulting in the production of a revised grading plan and additional quantities to the lumpsum line item of Earthwork. The agreed upon additional quantity for the revised grading plan is 114,076 CY of earthwork, additional mobilization, additional performance & payment bonding and additional general provisions to accomplish the work outlined. The total dollar amount for CO2 is \$462,658.92. Also included in this change order is time for the requested weather delays by the contractor to date. A total of 16 days have been requested. This will make the new substantial date July 30, 2017 and the new final date 8/29/2017. CIP: OLF SITE X PHASE I

**To Modify Existing Purchase Order:**

Adding Dollars to Line Item No: 1	Quantity Adjustment	Amount	\$462,658.92
Deleting Dollars from Line Item No:	Quantity Adjustment	Amount	\$0.00

**Modify Notes:**

Date of BCC action: (ATTACH RESUMÉ) \_\_\_\_\_

Previous Purchase Order Total Dollars:	\$4,061,424.20
Net Dollars added or subtracted:	\$462,658.92
New Purchase Order Total Dollars:	\$4,524,083.12
Previous Contract Total Dollars:	\$4,923,653.20
Net Dollars added or subtracted:	\$462,658.92
New Contract Total Dollars:	\$5,386,312.12

Modifying Cost Centers, Object Code / Accounts and Project Numbers:				
Cost Center:	Object Code:	Project Number:	+ / - Change	Dollar Amount
110273	56301	14PF3518	\$0.00	\$366,900.20
110273	56401	14PF3518	\$0.00	\$0.00
110273	56101	14PF3518	\$462,658.92	\$4,157,182.92

\$4,524,083.12

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 \_\_\_\_\_ of the new contract amount.

Request Prepared By: \_\_\_\_\_ Date: \_\_\_\_\_

Contract Administrator's Certification & Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Department Director: **APPROVED BY THE BOARD JUNE 22, 2017** Date: \_\_\_\_\_

**ESCAMBIA COUNTY ENGINEERING DEPARTMENT  
CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS**

Project Name: OLF Site X Phase I  
 Project ID: ENG1033  
 Location: Site X Santa Rosa County  
 Project Manager: Cooper Saunders  
 Date: 6/19/2017

This section to be completed by Project Managers:

Signature Approval, Division Chief

**DESCRIPTION OF REQUEST**

This RFF is for an additive change order for additional earthwork due to a survey error by the Engineer of Record (EOR). The resulting topographical error resulting in the production of a revised grading plan and additional quantities to the lumpsum line item of Earthwork. The agreed upon additional quantity for the revised grading plan is 114,076 CY of earthwork, additional mobilization, additional performance & payment bonding and additional general provisions to accomplish the work outlined. The total dollar amount for CO2 is \$462,658.92. Also included in this change order is time for the requested weather delays by the contractor to date. A total of 16 days have been requested. This will make the new substantial date July 30, 2017 and the new final date 8/29/2017.

Attached backup documentation 1 page (s).  
 Time shall be (increased/decreased) by 16 calendar days. New completion date is S/C 7/30/2017 F/C 8/29/2017

	Obligated	Required
Balance of CIP Project	\$ _____	\$ _____
Funds for Original Construction Contract	\$ _____	\$ _____
Funds for Construction Change Order # <u>2</u>	\$ _____	\$ <u>462,658.92</u>
Contract PD <u>15-16.067</u> Contractor <u>J. Miller</u>		
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>\$ <u>(462,658.92)</u></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 \_\_\_\_\_ Transferred by \_\_\_\_\_ Transfer Date \_\_\_\_\_

Posted to Exp/Win \_\_\_\_\_  
 Date: \_\_\_\_\_

**EXHIBIT F**  
**CONSTRUCTION CHANGE ORDER**

Change Order Number 2 Contract Number PD 15 16.087  
 Date: June 16, 2017 Dated 06/02/2017

To: J. Miller Construction, Inc.

Project Name: OLF-X Earthwork

You hereby are authorized and directed to make the following changes in accordance with terms and conditions of the Agreement;

*Describe changes here;*

Changes to earthwork quantities due to plan revision.....~~\$418,000~~ 418,658.92 CS   
 Addition General Conditions required by the above.....\$ 18,000  
 Additional mobilization.....\$ 20,000  
 Change P&P Bond amount as a result of the above.....\$ 6,000

Total CO 2.....~~\$462,000~~ 462,658.92 CS

	Dollars	Time in Calendar Days
Original Contract Amount	\$ 4,927,251.40	
Sum of Previous Changes	\$ - 3,698.20	
This Change Order	\$ <del>-462,000.00</del> 462,658.92 CS <input checked="" type="checkbox"/>	
Adjusted Agreement Amount	\$ <del>-5,886,053.20</del> 5,386,312.12 CS <input checked="" type="checkbox"/>	

The contract substantial completion date will be ~~increased~~ decreased by 16 calendar days due to this Change Order. The new contract substantial completion date is 7/30/17 SC 8/29/17 FC. 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: Tom Durbin  
Contractor

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

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

RESUME OF THE REGULAR BCC MEETING – Continued

REGULAR BCC AGENDA – Continued

12. Recommendation: That the Board take the following action, as recommended by the Committee of the Whole (C/W), at the June 15, 2017, C/W Workshop:

- A. 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 (C/W Item #5);
- B. 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 (C/W Item #6); and
- C. 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 (C/W Item #7).

Approved 5-0, Item A, as amended to include approving to identify the \$10 million for District 4 to be placed against the Beach Congestion Management Plan

Approved 5-0, Item B, as amended to correct the amount of the Change Order to \$462,658.92

Approved 5-0, Item C, as amended to also direct staff to continue working towards bringing back to the Board an action item to provide for the acquisition of Midtown Commerce Park properties from the EPA [Environmental Protection Agency], to include any necessary agreement with DEP [Department of Environmental Protection]; and direct staff to bring to the Board a marketing and development plan for the site no later than the August Committee of the Whole [Workshop]

Speaker(s):

Robert Rinke

**BOARD OF COUNTY COMMISSIONERS**

ESCALONIA COUNTY, FLORIDA  
 1117 N. ARDEN BLVD. SE. CORNER OF STATE ST. 11100  
 PENSACOLA, FL 32504  
 PENSACOLA, FL 32504-1000  
 (904) 438-3300

H | DEWALT MANUFACTURING CO.  
 V | 2016 DEWALT 10" CIRCULAR SAW  
 O | 1000 1/2" DEWALT 10" CIRCULAR SAW  
 I | 1000 1/2" DEWALT 10" CIRCULAR SAW  
 C | 2016 DEWALT 10" CIRCULAR SAW  
 L | PENSACOLA, FL 32504-1000

V | 153104 FAX: 850-494-0047  
 E | J MILLER CONSTRUCTION INC.  
 N | 8000 WAREHOUSING ROAD  
 D | PENSACOLA, FL 32534  
 O |  
 R |

S |  
 H | ENGINEERING  
 I | ENGINEERING DEPARTMENT  
 P | 1000 WEST WAREHOUSE  
 I | PENSACOLA, FL 32504  
 O |  
 O | ATTN: ROBIN LAMBERT

ORDER DATE: 08/03/16 ORDER PURCHASING MANAGER: 300 20 16001859 08/03/16

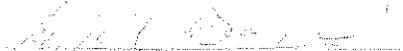
ITEMS DED 30 DAYS FOR JOB SITE DATE CHANGE ORDER: 1  
 QTY QUANTITY UOM DESCRIPTION UNIT PRICE TOTAL PRICE

Administrative / deductive change order to transfer specific items as per the Clerk's office request from 56101 to 5610J and to reduce item B15 from \$101,510.20 to \$159,920.00, difference of \$159,920.00. Originally coded to the wrong object code. Spreadsheet attached.  
 CIP: OLEP

CONTRACT BY 15-16-001 (CIP) PHASE 1 - 15-16-001  
 PARTWORK TO INCLUDE BANK BLDG. ACT 1  
 TEMPORARY GRANITE TERMINATION. ACT 1  
 (BRUNNENBERG BRIDGE) - ACT 1 (BRUNNENBERG ROAD), RCC APPROVAL, 07/19/2016

ITEM	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
01	110273	56101	4,571,203.00	16PP3516	3,598,200
01	110273	56301	4,571,801.20	14PP0000	3,598,200
<b>TOTAL</b>					<b>3,598,200</b>

APPROVED BY



# GENERAL TERMS AND CONDITIONS

**1. ENTIRE AGREEMENT** - The terms, conditions and drawings included herein constitute the entire agreement between the parties hereto and shall be binding upon the parties hereto. No modification or amendment of this agreement shall be binding unless in writing, signed by a duly authorized representative of the Buyer and confirmed by such a representative of the Contractor. This agreement shall be binding upon the Contractor and the County of St. Louis, Missouri.

**2. DELIVERY, INSPECTION AND ACCEPTANCE** - Delivery, inspection and acceptance will be at the discretion of the County. The Contractor shall be responsible for the delivery, inspection and acceptance of the work. The Contractor shall be responsible for the delivery, inspection and acceptance of the work. The Contractor shall be responsible for the delivery, inspection and acceptance of the work.

**3. DELIVERY OF EXCESS QUANTITIES OF \$100 OR LESS** - The Contractor is responsible for the delivery of each item ordered within a reasonable time, if any. If the Contractor delivers and the County does not accept the same, the Contractor shall be responsible for the return of the same. The Contractor shall be responsible for the delivery, inspection and acceptance of the work.

**4. DELIVERIES** - In the event of a delay in delivery of the County, the Contractor shall be responsible for the delivery, inspection and acceptance of the work. The Contractor shall be responsible for the delivery, inspection and acceptance of the work.

**5. DELIVERY TICKETS** - All tickets under this agreement shall be second class with delivery, postage and handling charges included. The Contractor shall be responsible for the delivery, inspection and acceptance of the work.

1. Name of Buyer
2. Purchase Order
3. Date of Bill
4. Contractor
5. Itemized list of supplies or materials
6. Quantity and price of each item
7. Date of delivery or shipment

The Contractor shall be responsible for the delivery, inspection and acceptance of the work. The Contractor shall be responsible for the delivery, inspection and acceptance of the work. The Contractor shall be responsible for the delivery, inspection and acceptance of the work.

**6. INSPECTION, ACCEPTANCE AND TITLE** - Inspection and acceptance will be at the discretion of the County. The Contractor shall be responsible for the delivery, inspection and acceptance of the work. The Contractor shall be responsible for the delivery, inspection and acceptance of the work.

**7. GOVERNMENT REGULATIONS** - Contractor warrants that all applicable laws and regulations of the State of Missouri, County of St. Louis and the City of St. Louis shall be observed. The Contractor shall be responsible for the delivery, inspection and acceptance of the work.

**8. WARRANTIES** - Contractor warrants that all applicable laws and regulations of the State of Missouri, County of St. Louis and the City of St. Louis shall be observed. The Contractor shall be responsible for the delivery, inspection and acceptance of the work. The Contractor shall be responsible for the delivery, inspection and acceptance of the work.

**9. PATENTS** - Contractor warrants that all applicable laws and regulations of the State of Missouri, County of St. Louis and the City of St. Louis shall be observed. The Contractor shall be responsible for the delivery, inspection and acceptance of the work. The Contractor shall be responsible for the delivery, inspection and acceptance of the work.

**10. INSTALLATION** - If the order requires the services of Contractor's employees, the Contractor shall be responsible for the delivery, inspection and acceptance of the work. The Contractor shall be responsible for the delivery, inspection and acceptance of the work.

**11. NONDISCLOSURE** - Contractor warrants that all applicable laws and regulations of the State of Missouri, County of St. Louis and the City of St. Louis shall be observed. The Contractor shall be responsible for the delivery, inspection and acceptance of the work. The Contractor shall be responsible for the delivery, inspection and acceptance of the work.

**12. CONDITION FOR ASSIGNMENT** - The Contractor shall be responsible for the delivery, inspection and acceptance of the work. The Contractor shall be responsible for the delivery, inspection and acceptance of the work. The Contractor shall be responsible for the delivery, inspection and acceptance of the work.

**13. CHANGES** - The Contractor shall be responsible for the delivery, inspection and acceptance of the work. The Contractor shall be responsible for the delivery, inspection and acceptance of the work. The Contractor shall be responsible for the delivery, inspection and acceptance of the work.

**14. INVOICING AND PAYMENT** - The Contractor shall be responsible for the delivery, inspection and acceptance of the work. The Contractor shall be responsible for the delivery, inspection and acceptance of the work. The Contractor shall be responsible for the delivery, inspection and acceptance of the work.

**15. DISCOUNTS** - The Contractor shall be responsible for the delivery, inspection and acceptance of the work. The Contractor shall be responsible for the delivery, inspection and acceptance of the work. The Contractor shall be responsible for the delivery, inspection and acceptance of the work.

**16. PROTEST** - Any protest by a contractor must be filed with the Purchasing Department for the County of St. Louis. The Contractor shall be responsible for the delivery, inspection and acceptance of the work. The Contractor shall be responsible for the delivery, inspection and acceptance of the work.

**17. CONVIC LABOR** - In compliance with the provisions of applicable laws, the Contractor shall be responsible for the delivery, inspection and acceptance of the work. The Contractor shall be responsible for the delivery, inspection and acceptance of the work. The Contractor shall be responsible for the delivery, inspection and acceptance of the work.

**18. COVENANT AGAINST CONVICTION FEES** - The Contractor shall be responsible for the delivery, inspection and acceptance of the work. The Contractor shall be responsible for the delivery, inspection and acceptance of the work. The Contractor shall be responsible for the delivery, inspection and acceptance of the work.

**19. CONVICTION FEES** - The Contractor shall be responsible for the delivery, inspection and acceptance of the work. The Contractor shall be responsible for the delivery, inspection and acceptance of the work. The Contractor shall be responsible for the delivery, inspection and acceptance of the work.

**20. GRATUITIES** - The County may, at its discretion, award gratuities to the Contractor. The Contractor shall be responsible for the delivery, inspection and acceptance of the work. The Contractor shall be responsible for the delivery, inspection and acceptance of the work.

**21. TERMINATION FOR DEFAULT** - The Purchasing Manager may terminate this contract if the Contractor fails to perform its obligations. The Contractor shall be responsible for the delivery, inspection and acceptance of the work. The Contractor shall be responsible for the delivery, inspection and acceptance of the work.

**22. TERMINATION FOR CONVICTION** - The Purchasing Manager may terminate this contract if the Contractor is convicted of a crime. The Contractor shall be responsible for the delivery, inspection and acceptance of the work. The Contractor shall be responsible for the delivery, inspection and acceptance of the work.

**23. ASSIGNMENT OF CLAIMS** - The Contractor shall be responsible for the delivery, inspection and acceptance of the work. The Contractor shall be responsible for the delivery, inspection and acceptance of the work. The Contractor shall be responsible for the delivery, inspection and acceptance of the work.

**24. EXTENT OF OBLIGATION** - The Contractor shall be responsible for the delivery, inspection and acceptance of the work. The Contractor shall be responsible for the delivery, inspection and acceptance of the work. The Contractor shall be responsible for the delivery, inspection and acceptance of the work.

**25. PRICING** - The Contractor shall be responsible for the delivery, inspection and acceptance of the work. The Contractor shall be responsible for the delivery, inspection and acceptance of the work. The Contractor shall be responsible for the delivery, inspection and acceptance of the work.

## NON-DISCRIMINATION CLAUSE UNDER FEDERAL CONTRACTS

The Contractor warrants that it will not discriminate in its employment practices. The Contractor shall be responsible for the delivery, inspection and acceptance of the work. The Contractor shall be responsible for the delivery, inspection and acceptance of the work.

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**CHANGE ORDER REQUEST  
PURCHASE ORDER / RELEASE ORDER / CONTRACT**

Vendor Code: 133404  
 Project Number: 16PF3518  
 Department: Public Works/Engineering

Vendor Name: J Miller Construction Inc.  
 P.O. Number: 161442 C.O. Number: 1  
 P.D. Number: 15-16.067 Date: 09/28/16

**Notes for Modifying the Scope of Award:**

Administrative / deductive change order to transfer specific items as per the Clerk's office request from 56301 to 56101 and to reduce item #15 from \$163,518.20 to \$159,920.00. difference of \$3598.20. Originally coded to the wrong object codes. Spreadsheet attached. CIP: OLFX

**To Modify Existing Purchase Order:**

Adding Dollars to Line Item No: <u>-1</u>	Quantity Adjustment:	Amount: <u>-\$3,598.20</u>
Deleting Dollars from Line Item No: _____	Adjustment:	Amount: <u>\$0.00</u>

**Modify Notes:**

Date of BCC action: (ATTACH RESUME) \_\_\_\_\_

Previous Purchase Order Total Dollars:	<u>\$4,927,251.40</u>
Net Dollars added or subtracted:	<u>-\$3,598.20</u>
New Purchase Order Total Dollars:	<u>\$4,923,653.20</u>
Previous Contract Total Dollars:	<u>\$0.00</u>
Net Dollars added or subtracted:	<u>\$0.00</u>
New Contract Total Dollars:	<u>\$0.00</u>

Modifying Cost Centers, Object Code / Accounts and Project Numbers:				
Cost Center:	Object Code:	Project Number:	+ / - Change	Dollar Amount
110273	56301	14PF3518	<del>-\$4,571,203.00</del>	\$352,450.20
110273	56401	14PF3518	\$0.00	\$0.00
110273	56101	14PF3518	\$4,571,203.00	\$4,571,203.00

\*\* -4.574 801 20/RFI  
 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: \_\_\_\_\_ Date: \_\_\_\_\_

Department Director: Joy D. Blachman \_\_\_\_\_ Date: \_\_\_\_\_

Digitally signed by Joy D. Blachman, P.E.  
 DN: cn=Joy D. Blachman, P.E., o=Public  
 Works, ou=Public Works,  
 email=joy.blachman@myaetcambla.com,  
 c=US  
 Date: 2016.09.28 13:41:28 -0500'

**From:** [Belinda Justin \(COC\)](#)  
**To:** [Robin E. Lambert](#)  
**Cc:** [Danna Brewton \(COC\)](#); [Fred Miller \(COC\)](#); [Robin Niedzwiecki \(COC\)](#)  
**Subject:** OLF-X 1 Miller P. O. 161442  
**Date:** Wednesday, September 21, 2016 3:19:50 PM  
**Attachments:** [OLF-X Land Allocation.pdf](#)

---

Robin,

Attached is J Miller Construction P. O. 161442 for the OLF-X Phase 1 Earthwork. Originally the P. O. was coded to IOB (object code 56301). On review, only the perimeter fencing and perimeter road should have been coded to 56301. Cost associated with the OLF-X property should be coded to Land (object code 56101). Could you please process a change order to move the funding for this purchase to 56101? In addition, there is a deduction of \$80,000.00 for the salvage cost of equipment. Could you provide us additional details on this so it can be classified correctly? If you have any questions please feel free to contact me. Thank you.

**Belinda L. Justin, Contracts**

PAM CHILDERS, Clerk of the Circuit Court & Comptroller

First Judicial Circuit, Escambia County

221 Palafox Place, Suite 130

Pensacola, FL 32502

850-595-4799

[bjustin@EscambiaClerk.com](mailto:bjustin@EscambiaClerk.com)

[www.EscambiaClerk.com](http://www.EscambiaClerk.com)

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



**BOARD OF COUNTY COMMISSIONERS**

ESCAMBIA COUNTY FLORIDA  
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101  
 PO BOX 1591  
 PENSACOLA, FL 32591-1591  
 (850) 596-1980

PLEASE EMAIL INVOICES TO:  
 escambia.invoices@escambiaclerk.com  
 CLERK OF THE COURT & COMPTROLLER  
 HON. PAUL CHILDERS  
 221 PALAFOX PLACE, SUITE 110  
 PENSACOLA, FL 32502-5843

VENDOR: 133404 FAX: 850-494-0242  
 J MILLER CONSTRUCTION INC  
 8900 WARING ROAD  
 PENSACOLA FL 32534

SHIP TO: ENGINEERING  
 ENGINEERING DEPARTMENT  
 3363 WEST PARK PLACE  
 PENSACOLA FL 32505  
 ATTN: ROBIN LAMBERT

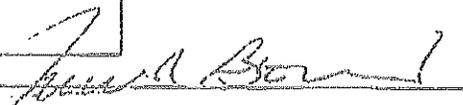
ORDER DATE: 08/02/16 BUYER: PAUL NOBLES REQ. NO.: 16001659 REQ. DATE: 08/01/16

TERMS: NET 30 DAYS F.O.B.: JOB SITE DESC.: PD 15-16.067

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
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CONTACT COOPER SAUNDERS WITH ANY QUESTIONS.					
01	1.00	LOT	CONTRACT PD 15-16.067 "OLE-X PHASE 1 EARTHWORK" TO INCLUDE BASE BID, ALT 1 (TEMPORARY GRASSING IRRIGATION), ALT 2 (PERIMETER FENCE) & ALT 3 (PERIMETER ROAD). BCC APPROVAL 07/19/2016	4927251.4000	4,927,251.40

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	TOTAL \$
01	110273 56301	4,927,251.40	16PF351B	4,927,251.40	4,927,251.40

APPROVED BY:   
 Original Purchase Order





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

**AI-12928** **County Administrator's Report** **10. 5.**  
**BCC Regular Meeting** **Discussion**

**Meeting Date:** 09/21/2017

**Issue:** Agreement with Amalgamated Transit Union (ATU) Local 1395

**From:** Amy Lovoy, Assistant County Administrator

**Organization:** Asst County Administrator - Lovoy

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning - Approval of an Implementing Agreement between the ATU Local 1395 and Escambia County – Amy Lovoy, Assistant County Administrator

That the Board approve, subject to legal sign-off, the Implementing Agreement between the ATU Local 1395 and Escambia County that does the following:

- The County will employ all employees in the bargaining unit represented by ATU Local 1395 at ECAT in a temporary status for a period not to exceed 6 months.
- The County will voluntarily recognize ATU Local 1395 as the exclusive collective bargaining representative for all these employees, and the ATU Local 1395 will take all necessary steps to become certified with the Florida Public Employees Relations Commission (PERC).
- The County will act in good faith to establish a private nonprofit corporation for the employment of these employees such that these employees will be covered by the National Labor Relations Act.
- The County will employ those represented by the ATU Local 1395 under the same terms and conditions of the Collective Bargaining Agreement between First Transit and the ATU Local 1395 with the following exceptions
  - Said employees shall not have the right to strike during this temporary employment.
  - Said employees shall be covered under the County's existing health, dental, vision and life insurance plans at the same rates paid by all other County employees.
  - These Employees will be covered under the County's Worker's Compensation Plan.
  - The County will make contributions to the ATU Local 1395's 457 plan at the same contribution rates as provided in the Collective Bargaining Agreement.
  - If the County wishes to receive federal funding under the Urban Mass Transportation Act, the County will agree to be bound by the existing Section 13c agreement, and the ATU Local 1395 does not agree to waive any of their rights under the Section 13c Agreement.

- Both parties agree to hold transitional meetings monthly to discuss the progress on the creation of the nonprofit corporation.

## **BACKUP TO BE DISTRIBUTED UNDER A SEPARATE COVER**

### **BACKGROUND:**

This agreement will allow the County to request a special act of the legislature that would allow the County to form a nonprofit corporation with employees that are considered private employees exempt from participation in the Florida Retirement System (FRS) but managed by County employees.

### **BUDGETARY IMPACT:**

The savings moving these employees to the County's benefit insurances and workers' compensation is estimated at about \$1.13 million; however at least during the transitional year the increase in retirement/pension costs could be \$365,000.

### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

### **PERSONNEL:**

In addition to the conditions listed above all employees transitioning to County employment (both union and non-union) will be allowed to carry their existing leave balances onto the County books. After 6 months if these employees continue to be employed by the County (rather than the corporation) both the employer and the employee will be billed for all required FRS contributions retroactive to the first day of employment.

### **POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

### **IMPLEMENTATION/COORDINATION:**

The County is in the process of making the transition for the management of the ECAT system from a private, transit company to County personnel. This transition is expected to be complete by 9/30/17.

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## **Attachments**

*No file(s) attached.*

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

**AI-12855** **County Attorney's Report** **10. 1.**  
**BCC Regular Meeting** **Action**

**Meeting Date:** 09/21/2017

**Issue:** Approval of Settlement of the Administrative Claim of the Estate of Cedrick Lee Henderson

**From:** Charles Pepler, Deputy County Attorney

**Organization:** County Attorney's Office

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning Approval of Settlement of the Administrative Claim of the Estate of Cedrick Lee Henderson

That the Board take the following action:

A. Approve a settlement payment of \$225,000.00 to Denise Palmer, Personal Representative of the Estate of Cedrick Lee Henderson, in exchange for the execution of a mediated settlement agreement and general release, with the first \$107,500 to be paid by the County per applicable deductibles and the remainder to be paid by insurance proceeds; and

B. Ratify and approve the terms and conditions of the mediated settlement agreement and general release.

[Funding: Internal Service, 501 Fund have been set to fund the deductible portion of the settlement.]

**BACKGROUND:**

On September 23, 2015, Cedrick Henderson was an inmate at the Escambia County Jail when he committed suicide by hanging. Mr. Henderson had threatened suicide on two prior occasions and had been housed in the Jail infirmary pursuant to the Jail's suicide prevention protocol. When released back to the general population of the jail after the second threat, he was not evaluated by a psychiatrist, but by an intern who was in the process of completing requirements to be a licensed mental health counselor. After being assessed by the mental health counselor intern, he committed suicide within hours of being evaluated. Mr. Henderson had been originally arrested for battery and detained in the Jail. While incarcerated, charges relating to sexual offenses involving two of his minor children were filed against him.

County's liability detention carrier, Brits, an affiliate of Lloyds, through retained counsel and its third-party administrator, Western Litigation, recommended a certain range of settlement authority which was communicated to each of the Board members prior to mediation. This claim has been mediated within that range of authority. If the settlement is approved, the County will be responsible for the first \$107,500.00 because of applicable deductibles. This settlement is also contingent upon guardianships being established for the three minor children of Mr. Henderson. Florida law requires that where a minor child will be receiving a settlement of more than \$50,000.00 that a guardian ad litem be appointed by the Circuit Court to represent the interests of the minor child and that a guardianship be established to distribute settlement proceeds. The Circuit Court judge will determine the fairness of the settlement and will monitor the distribution of the proceeds among the three minor children.

The third-party administrator, Western Litigation, and retained counsel recommend settlement on the terms and conditions as set forth in the mediated settlement agreement.

**BUDGETARY IMPACT:**

The appropriate reserves from Internal Service, 501 Fund have been set to fund the deductible portion of the settlement.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Retained counsel has prepared the settlement documents.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Settlement Agreement

Addendum Lambeth

Addendum Palmer

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**MEDIATED SETTLEMENT AGREEMENT  
AND GENERAL RELEASE**

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This Settlement Agreement and General Release (“the Agreement”) is entered into by and between Plaintiff, DENISE PALMER, as Personal Representative of the Estate of CEDRICK HENDERSON, SR., (“Palmer”), and Defendant, ESCAMBIA COUNTY, FLORIDA (“the County”) as follows:

**I. RECITALS**

**WHEREAS**, Palmer is the duly appointed Personal Representative of the Estate of CEDRICK HENDERSON, SR. (see Escambia County case 2017-CP-422); and

**WHEREAS**, Palmer has made a claim and threatened litigation against the County for the alleged wrongful death of Mr. Henderson; and

**WHEREAS**, on September 6, 2017, Palmer and the County (together, “the Parties”) participated in voluntary pre-suit mediation with the services of a professional mediator and, through mediation, have agreed that their respective interests would best be served by resolving any and all claims that they may have against one another without any further proceedings;

**NOW THEREFORE**, in consideration of the completion of the terms outlined herein, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

**II. RELEASE AND COVENANTS**

1. All of the agreements, acknowledgements, requirements, conditions, and obligations by Palmer contained within this Agreement are entered into by Palmer in her capacity as Personal Representative of the Estate of Cedrick Henderson, Sr., and on behalf of the Estate and all Survivors.

2. This Agreement is subject to and conditioned upon approval by a court of competent jurisdiction and the Escambia County Board of County Commissioners.

3. The County agrees that it, or others on its behalf, shall pay Palmer a total sum of two hundred twenty-five thousand dollars (\$225,000.00) as full and complete settlement and satisfaction of any and all claims Palmer has or may have against the County, including but not limited to any claims for damages, attorneys’ fees, and costs. This sum shall be paid in the form of a check payable to “Trust Account of the Soloway Law Firm” and counsel for Palmer shall be responsible for deduction of any fees and costs and distribution of net proceeds of the settlement amount. By payment of this sum, the County admits no liability with regard to any claim or potential claim by Palmer against it.

4. The payment of the above-referenced amount shall occur within thirty (30) days after approvals by the court and Board of County Commissioners, whichever is later, and after a fully executed original of: (a) this Agreement, (b) the Medicare addendum forms by Palmer and all Survivors, and (c) I.R.S. Tax Form W-9 by the Soloway Law Firm, are returned to the County's counsel in this matter. The execution of these documents by Palmer, the Survivors, and counsel are conditions for payment of the amount listed above only and any failure to execute them shall not affect the validity, enforceability, or final binding effect of this Agreement.

5. As additional consideration, the County agrees to pay the costs of the mediator for the mediation occurring on September 6, 2017.

6. In exchange for the consideration described above, Palmer releases the County and its officials, officers, administrators, employees, agents, servants, third party administrators, legal representatives, insurers, third-party claims administrators, firms, successors, and assigns, if any, and any other person, partnership, corporation, association, organization or entity now or previously acting directly or indirectly in the interest of or on behalf of the County, along with any other related entities thereof, personally, officially, or in any capacity whatsoever (collectively referred to herein as the "Released Parties"), from any and all manner of actions, suits, liens, debts, damages, injuries, claims and demands whatsoever, at law or in equity, arising out of or under any federal, state, or local law, statute, ordinance, public policy, Executive Order, or constitutional provision, or concerning any other claim of any type, whether known or unknown, which Palmer may now have or which Palmer may have had prior to the date of this Agreement, to the maximum extent permitted by law.

7. The parties recognize and agree that execution of this Agreement and compliance with it by the County constitutes a total settlement and release of all claims against the Released Parties ever held by Palmer as of the date of this Agreement and is an agreement by Palmer, except as required by law, to never commence, prosecute, or aid in any action nor proceeding against the Released Parties based upon, or arising out of, any event occurring prior to the execution of this agreement and including, but not limited to, the incarceration or death of Cedrick Henderson, Sr. This provision shall not operate as a bar to a proper cause of action by Palmer based solely upon future conduct of the Released Parties occurring after the date of this Agreement.

8. The parties agree that, aside from the amount of settlement, each of them shall bear their own attorneys' fees and costs incurred in connection with this matter including the preparation, review of, and entry into this Agreement.

9. The parties acknowledge that they have each entered into this Agreement voluntarily and with full understanding of its terms and conditions; that they have been represented by competent legal counsel of their own choosing throughout the pendency

of the negotiations leading to the entry into this Agreement; and, that they have been advised regarding their rights.

10. Neither this Agreement nor act by the parties is to be construed as an admission of any liability, wrongdoing or unlawful conduct by any party. It is understood and agreed that this Agreement is the compromise of disputed claims, that the County expressly denies any liability for the acts complained of, and that this Agreement is intended merely to avoid litigation and, once and for all, to amicably end any dispute between the parties.

11. Palmer is responsible for satisfaction of any pending liens related to damages or expenses, legal, health care, or otherwise, allegedly incurred as a result of the incident that is the subject of the lawsuit.

12. Palmer acknowledges and agrees that she will be responsible for any and all tax withholdings or other consequences arising from the payment herein under federal or state law. Palmer agrees to indemnify and hold harmless the Released Parties from, and to satisfy in full, any and all claims or liens presently existing or that might exist in the future against Palmer on the payment of settlement funds herein by any person, entity, or corporation.

13. Palmer further agrees to hold harmless, indemnify and defend the Released Parties from any cause of action, including, but not limited to, an action by the Centers for Medicare and Medicaid Services ("CMS"), to recover or recoup Medicare benefits or loss of Medicare benefits or for any other recovery sought by or on behalf of CMS related to this settlement, including past, present, and future and/or conditional payments. Palmer agrees not to use any designated Medicare allocation funds to pay claims for conditional payments that may have been made by Medicare. Palmer, on the behalf of all Survivors, further represents and warrants that the Survivors do not have any liens imposed upon them by the Florida Department of Public Welfare or, to the extent they have any liens, Palmer agrees to be solely responsible for the payment and/or resolution of such liens. The attached addendum contains further agreements and representations regarding Medicare to be executed by all Survivors.

14. This Agreement, including the addendum related to Medicare, contains and constitutes the entire agreement, understanding, and stipulation of the parties with respect to the matters contemplated herein and fully supersedes any and all prior agreements or understandings between the parties pertaining to the subject matter hereof. Palmer agrees that the only consideration provided to her for entering into this Agreement is that stated herein; that no other promises or inducements of any kind have been made to her to cause her to execute this Agreement; and, that she fully understands the Agreement's meaning and intent including but not limited to its final and binding effect. Palmer acknowledges that no oral representations have been made to her by the Released Parties regarding the terms of this Agreement including the tax implications (if any) of any payment made pursuant to this Agreement.

15. No change, modification, or waiver of any provision of this Agreement shall be valid unless in writing and signed by each of the parties. The terms of this Agreement are contractual, not a mere recital, and may be enforced by the parties. The provisions of this Agreement are severable and if any part of it is found to be void or unenforceable the remaining provisions shall remain fully valid and enforceable.

16. This Agreement shall be construed in accordance with the laws of the United States and the State of Florida. Venue for any dispute shall be Escambia County, Florida.

17. The parties agree that no waiver of any breach of any provision or term of this Agreement shall be deemed to constitute consent to any continuation of such breach, act, or omission.

18. This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall constitute one and the same instrument.

19. All notices, requests, or other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in person; by expedited delivery service; when posted by United States registered or certified mail, postage prepaid; or, when transmitted via electronic mail, facsimile, telex, cable, or any other mechanical form of written communication, confirmed by mail, postage prepaid, to the last known address of the party.

**THE UNDERSIGNED, HAVING READ AND UNDERSTOOD THIS RELEASE, VOLUNTARILY AND OF THEIR OWN FREE WILL, AGREE TO ALL OF ITS PROVISIONS.**

[signatures on page 5]

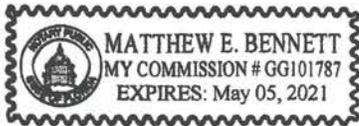
IN WITNESS WHEREOF, I have hereunto set my hand and seal this 6th day of September 2017.

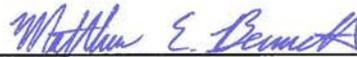


DENISE PALMER, as Personal Representative of the Estate of CEDRICK HENDERSON, SR.

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this 6th day of September 2017, by DENISE PALMER, who is [ ] personally known to me or [X] who has produced FLDL P456-164-86-784-0 as identification.

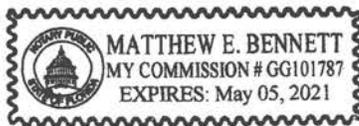


  
NOTARY PUBLIC  
Print, type or stamp name and expiration date

  
DENISE PALMER, as parent and legal guardian of C.H. and Z.H., minors

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this 6th day of September 2017, by DENISE PALMER, who is [ ] personally known to me or [X] who has produced FLDL P456-164-86-784-0 as identification.

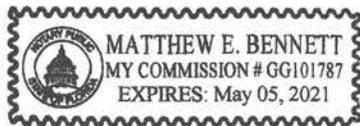


  
NOTARY PUBLIC  
Print, type or stamp name and expiration date

  
HEATHER LAMBETH as parent and  
legal guardian of J.L., a minor

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this 6th day of September 2017, by DENISE PALMER, who is [ ] personally known to me or [x] who has produced FLDL LS13-333-86-827-0 as identification.



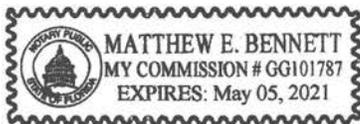
  
NOTARY PUBLIC  
Print, type or stamp name and expiration date

---

  
ROBERT DYE  
Office of Risk Management  
Escambia County, Florida

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this 6th day of September 2017, by Robert Dye, who is [ ] personally known to me or [x] who has produced FLDL D000-765-53-176-0 as identification.



  
NOTARY PUBLIC  
Print, type or stamp name and expiration date

**ADDENDUM TO SETTLEMENT  
AGREEMENTS AND GENERAL RELEASES**

***Representations to Releasee<sup>1</sup> With Regard to Medicare's Interests***

Releasor and Releasor's attorney hereby warrant and represent that Releasor presently is not, nor has ever been enrolled in Medicare Part A or Part B. Further, Releasor has no claim for Social Security Disability benefits nor is Releasor appealing or re-filing for Social Security Disability benefits.

OR

Releasor is a male/female whose date of birth is \_\_\_\_\_ and has a Medicare claim number of \_\_\_\_\_. Releasor is presently enrolled in Medicare Part A or Part B or previously was enrolled from \_\_\_\_\_ to \_\_\_\_\_. Releasor and Releasor's attorney warrant and represent there has been full disclosure of his/her Medicare status to Releasee.

***Medicare's Interests***

In reaching agreement on the terms of this Release, the parties acknowledge Releasor's possible entitlement to Social Security disability benefits pursuant to 42 U.S.C. § 423, and, if applicable, Releasor's receipt of Medicare or Medicaid benefits under 42 U.S.C § 1395y, as well as the entitlement of the Centers for Medicare and Medicaid Services ("CMS") to subrogation and intervention, pursuant to 42 U.S.C. § 1395y(b)(2) to recover any overpayment made by CMS,

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<sup>1</sup>Any reference to Releasee herein shall include and extend to "Released Parties" as defined in the accompanying Full Release, and shall include and extend to Releasee's past, present, and future owners, officers, directors, stockholders, insurers, third-party claims administrators, attorneys, agents, servants, representatives, employees, parent companies, subsidiaries, affiliates, partners, predecessors and successors in interest, assigns, and any and all other persons, firms, corporations or other entities with whom any of the former have been, are now, or may hereafter be affiliated.

including recovery against Releasor and/or Releasor's attorney. The parties to this Release agree that this Release is not intended to shift to CMS the responsibility for payment of medical expenses for the treatment of injury related conditions. The parties agree that this settlement is intended to provide Releasor a lump sum and/or future periodic payment that will foreclose Releasee's responsibility for future payment of all injury related medical expenses. Releasor waives the private cause of action found in the Act for himself/herself and any claiming through Releasor.

***Non-reimbursable Expenses*** (where there is a Medicare Set Aside ("MSA") or other future medical expense consideration)

The parties to this Release understand that many common medical expenses are not payable or reimbursable under the Medicare program. These medical expenses, not covered by Medicare but necessary in the ongoing treatment of the Releasor's injury, and without an admission of liability on the part of the Releasee, have been taken into consideration in the calculation and settlement of Releasor's future medical expenses. Funds for these non-Medicare covered medical expenses have been included in the lump sum settlement amount and shall not be paid from any Medicare allocation amount.

***Benefit Eligibility***

Releasor and Releasor's attorney acknowledge that any decision regarding entitlement to Social Security benefits or Medicare or Medicaid benefits, including the amount and duration of payments and offset reimbursement for prior payments is exclusively within the jurisdiction of the Social Security Administration, the United States Government, and the U.S. Federal Courts, and is determined by Federal law and regulations. As such, the United States Government is not bound by any of the terms of this Release.

***Future Benefits***

Releasor has been apprised of his/her right to seek assistance from legal counsel of his/her choosing or directly from the Social Security Administration or other government agencies regarding the impact this Release may have on Releasor's current or future entitlement to Social Security or other governmental benefits. Releasor acknowledges that acceptance of these settlement funds may affect Releasor's rights to other governmental benefits, insurance benefits, disability benefits, or pension benefits. Notwithstanding this possibility, Releasor desires to enter into this Release agreement to settle his/her injury claim according to the terms set forth in this Release.

***Medicare Recovery Action***

Releasor and Releasor's attorney each agree to hold harmless, indemnify and defend Releasee from any cause of action, including, but not limited to, an action by CMS to recover or recoup Medicare benefits or loss of Medicare benefits, if CMS determines that the money set-aside has been spent inappropriately or for any recovery sought by Medicare, including past, present, and future and/or conditional payments. Releasor agrees not to use designated Medicare allocation funds to pay claims for conditional payments that may have been made by Medicare.

***Complete Understanding***

Releasor and Releasor's attorney hereby declare that the terms of this Release have been completely read and are fully understood and voluntarily accepted for the purpose of making a full and final settlement of any and all claims, disputed or otherwise, on account of injuries and/or damages related to the Claims set forth herein, and for the express purpose of precluding

forever any further additional claims against the Releasee arising out of the aforesaid incident, accident or occurrence, whether made by CMS or any other person or entity.

X Heather Lambeth 9/6/17  
Releasor (Signed) Date

Heather Lambeth  
Releasor (Printed Name)

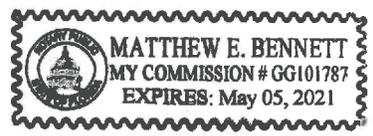
36 Ridgerview Ct Pensacola, FL  
Releasor Address 32514

(As to form only) 9/6/17  
Releasor's Attorney (Signed) Date  
Daniel Finelli  
Releasor's Attorney (Printed Name)

1013 Airport Blvd, Pensacola, FL 32504  
Address of Releasor's Attorney

Sworn to and subscribed before me, a notary public, this 6th day of September, 2017.

SEAL:



Matthew E. Bennett  
NOTARY PUBLIC

**ADDENDUM TO SETTLEMENT  
AGREEMENTS AND GENERAL RELEASES**

***Representations to Releasee<sup>1</sup> With Regard to Medicare's Interests***

Releasor and Releasor's attorney hereby warrant and represent that Releasor presently is not, nor has ever been enrolled in Medicare Part A or Part B. Further, Releasor has no claim for Social Security Disability benefits nor is Releasor appealing or re-filing for Social Security Disability benefits.

OR

Releasor is a male/female whose date of birth is \_\_\_\_\_ and has a Medicare claim number of \_\_\_\_\_. Releasor is presently enrolled in Medicare Part A or Part B or previously was enrolled from \_\_\_\_\_ to \_\_\_\_\_. Releasor and Releasor's attorney warrant and represent there has been full disclosure of his/her Medicare status to Releasee.

***Medicare's Interests***

In reaching agreement on the terms of this Release, the parties acknowledge Releasor's possible entitlement to Social Security disability benefits pursuant to 42 U.S.C. § 423, and, if applicable, Releasor's receipt of Medicare or Medicaid benefits under 42 U.S.C § 1395y, as well as the entitlement of the Centers for Medicare and Medicaid Services ("CMS") to subrogation and intervention, pursuant to 42 U.S.C. § 1395y(b)(2) to recover any overpayment made by CMS,

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<sup>1</sup>Any reference to Releasee herein shall include and extend to "Released Parties" as defined in the accompanying Full Release, and shall include and extend to Releasee's past, present, and future owners, officers, directors, stockholders, insurers, third-party claims administrators, attorneys, agents, servants, representatives, employees, parent companies, subsidiaries, affiliates, partners, predecessors and successors in interest, assigns, and any and all other persons, firms, corporations or other entities with whom any of the former have been, are now, or may hereafter be affiliated.

including recovery against Releasor and/or Releasor's attorney. The parties to this Release agree that this Release is not intended to shift to CMS the responsibility for payment of medical expenses for the treatment of injury related conditions. The parties agree that this settlement is intended to provide Releasor a lump sum and/or future periodic payment that will foreclose Releasee's responsibility for future payment of all injury related medical expenses. Releasor waives the private cause of action found in the Act for himself/herself and any claiming through Releasor.

***Non-reimbursable Expenses*** (where there is a Medicare Set Aside ("MSA") or other future medical expense consideration)

The parties to this Release understand that many common medical expenses are not payable or reimbursable under the Medicare program. These medical expenses, not covered by Medicare but necessary in the ongoing treatment of the Releasor's injury, and without an admission of liability on the part of the Releasee, have been taken into consideration in the calculation and settlement of Releasor's future medical expenses. Funds for these non-Medicare covered medical expenses have been included in the lump sum settlement amount and shall not be paid from any Medicare allocation amount.

***Benefit Eligibility***

Releasor and Releasor's attorney acknowledge that any decision regarding entitlement to Social Security benefits or Medicare or Medicaid benefits, including the amount and duration of payments and offset reimbursement for prior payments is exclusively within the jurisdiction of the Social Security Administration, the United States Government, and the U.S. Federal Courts, and is determined by Federal law and regulations. As such, the United States Government is not bound by any of the terms of this Release.

***Future Benefits***

Releasor has been apprised of his/her right to seek assistance from legal counsel of his/her choosing or directly from the Social Security Administration or other government agencies regarding the impact this Release may have on Releasor's current or future entitlement to Social Security or other governmental benefits. Releasor acknowledges that acceptance of these settlement funds may affect Releasor's rights to other governmental benefits, insurance benefits, disability benefits, or pension benefits. Notwithstanding this possibility, Releasor desires to enter into this Release agreement to settle his/her injury claim according to the terms set forth in this Release.

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***Complete Understanding***

Releasor and Releasor's attorney hereby declare that the terms of this Release have been completely read and are fully understood and voluntarily accepted for the purpose of making a full and final settlement of any and all claims, disputed or otherwise, on account of injuries and/or damages related to the Claims set forth herein, and for the express purpose of precluding

forever any further additional claims against the Releasee arising out of the aforesaid incident, accident or occurrence, whether made by CMS or any other person or entity.

Denise Palmer 9/6/17  
Releasor (Signed) Date

Denise Palmer  
Releasor (Printed Name)

30141 Lowery Ln Elberta AL 36530  
Releasor Address

(Astoform only) 9/6/17  
Releasor's Attorney (Signed) Date

Daniel Finelli  
Releasor's Attorney (Printed Name)

1013 Airport Blvd, Pensacola, FL 32504  
Address of Releasor's Attorney

Sworn to and subscribed before me, a notary public, this 6th day of September, 2017.

Matthew E. Bennett  
NOTARY PUBLIC

SEAL:

